

## Apturi Covid Terms of Use

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### 1 Purpose and Nature of the App

- 1.1 The Centre for Disease Prevention and Control (hereinafter, the CDPC) has developed the Apturi Covid app (hereinafter, the App) to provide support to the society in limiting the spread of Covid-19 (hereinafter, the Virus or Covid-19). Technical solution of the App was made possible as a result of public effort under the [Memorandum](#) of Understanding on Public Participation in Limiting COVID-19. The CDPC acts as the controller of this App. By means of the App, users (hereinafter, the User) will help to protect their family, neighbours, and each and every inhabitant of Latvia and the European Union in the fight against the spread of Covid-19.

To ensure continued operation of the App, active engagement of each and every User and his/her awareness of the risk that the Virus poses are of utmost importance, as only if the CDPC and the society act together it will be possible to protect each and every individual.

- 1.2 The App aims to increase epidemiological safety, incl. to improve epidemiological monitoring to reduce the threat to public health posed by the consequences of Covid-19 spread. The App will help the CDPC discover and investigate potential Covid-19 cases faster, organise application of precautionary measures and improve the public and User awareness that will eventually decrease the overall risk of spreading Covid-19.
- 1.3 The App is a part of measures implemented in Latvia to protect the population from further spread of Covid-19. The App plays an important role in giving the society an opportunity to continue their social and economic lives at the same time allowing to receive information if there has been a contact with a person found to have Covid-19. Signs of the Virus cannot be always seen or felt: the App serves as an additional tool that may help to find out about inadvertent or contingent contacts with Covid-19.
- 1.4 The App was developed by respecting fundamental rights and to achieve the intended purpose in a way that does not undermine the privacy of the User as is required by the personal data protection law and special health and IT security rules and regulations, as well as by considering the European guidelines and recommendations on fighting Covid-19.
- 1.5 The Terms of Use and [Privacy Policy of this App](#) shall be an integral part thereof. Please read these documents carefully before you start using the App. Usage of the App shall serve as a User's confirmation that he/she has read these documents, and understands and is bound by them.
- 1.6 Holders of platforms (e.g., Google Play and Apple App Store) where the App is available may have additional terms and conditions that the User has to observe when he/she downloads and uses the App. Liabilities of any such holders, as well as the rights granted by them shall not exceed the indicated scope. With questions about the App, the User shall approach the CDPC.
- 1.7 Communication with the CDPC and other bodies that does not pertain to the App shall be subject to the respective normative acts and the related personal data protection requirements.

### 2 Functionality

- 2.1 **Contact tracing and notification functionality:** The App allows the User to participate in stopping the spread of Covid-19 in Latvia and the European Union. The App communicates with nearby Apps via the Bluetooth Low Energy technology (hereinafter, Bluetooth) and records end devices of other Users that are located in close vicinity. If the User is confirmed to have Covid-19 disease, the User can activate notification of other Users whom the device has classified as his/her contacts. The App also supports notification of contacts that the User may inadvertently have, for example, by being in a public space or public event for an extended period of time.

The App provides considerable assistance to the CDPC as it allows to gather data that would otherwise not be available or require significant manual effort and additional resources from the CDPC. The App allows the CDPC to duly contact Users identified as potential Covid-19 contacts, and enables to start applying the required precautionary measures, incl. by giving prompt advice to the User and perform

laboratory tests.

- 2.2 The App exchanges cross-border data with the European Federation Gateway. It allows the Latvian Users to trace contacts with other users of contact tracing and notification systems of the European Union Member States and to receive notifications about possible contacts with infected users. Interoperability with apps of other countries also allows the Latvian Users who have Covid-19 to notify users not only of the Latvian app, but also of apps of other countries about a possible contact with an infected person.
- 2.3 **CDPC Availability of current information:** The User may use the App to receive current information about topical Covid-19 issues, incl. statistical information about the spread of the Virus and the required precautionary measures. The App is a source of information that allows for a more direct link between the CDPC and the society. No placement of products or similar promotional materials will take place in the App.

Some parts of the App may not be fully available immediately, and will be made available gradually in the course of developing the App.

### 3 Terms and Conditions

- 3.1 Use and installation of the App is **free of charge** and **voluntary**. The User may use the entire functionality of the App or only a part thereof at his/her discretion. Failure to use the App does not result in additional liabilities and does not in any way undermine the rights/limit obligations with regards to the statutory epidemiological safety measures.  
  
Failure to use the App may limit a User's opportunity to promptly receive information or may extend the time needed to receive information, in particular if the User has been in an inadvertent or contingent contact with a person found to have Covid-19, or if the person who has fallen ill with Covid-19 does not remember all persons with whom he/she has been in close vicinity.
- 3.2 The User may start/stop using the App and change any selectable App settings at his/her discretion. User's changes in the App settings will affect further availability of App functions, but will not affect any processing completed before such changes.
- 3.3 **The App shall not record** and cannot disclose **geographical coordinates** (location data) of devices of the User and any persons with whom he/she has been in contact.
- 3.4 The App shall not receive or process data not required for the purpose of the App, incl. the App shall have no access to the list of contact phones or photo galleries available in the User's device, as well as other information not related to the operation of the App.
- 3.5 The App is made available without any discrimination, while respecting the supplementary protection afforded to minors who are under the age of 14 for the purposes of data and health information processing. The App may be used only if a parent or another legal guardian has provided his/her consent. In this case, the App should be downloaded and the information should be provided by the parent of the User or another legal guardian. Communication with the User's representative shall take place only to the extent needed to provide support to the User. Furthermore, the User's representative may act as a data subject, if, for example, an adult User has chosen to provide the number of a relative/friend for communication with the CDPC for the User to receive relevant notifications from the CDPC sooner. This clause aims to ensure that the right of each person to health and information accessibility is respected, at the same time guaranteeing supplementary protection to underage individuals. The Terms and Conditions of the App do not prevent any person from receiving the support that he/she may need due to Covid-19 in other ways that are not related to the App and may be available.
- 3.6 .
- 3.7 To ensure that the App is as objective as possible:
  - 3.7.1 The App has to be used only by each and every User individually. If the User concurrently uses several devices, it is important to download the App in at least one of these devices. It will ensure that information about the respective User is more objective and that User's devices do not unnecessarily provide overlapping data.
  - 3.7.2 If the App is installed in a device available to other persons or concurrently used by several persons, the User shall inform each and every such person about the installed App and its settings and shall receive a consent from all such persons. If information about a possible Covid-19 contact is received, the User shall cooperate with the CDPC, and shall inform the CDPC and any such person who uses the User's end device that a person other than the User who actually used the User's device may have been in contact with the disease.
  - 3.7.3 If the User transfers the device to another person or otherwise decides not to use it, the User shall delete the App from such device before the said transfer or discontinuation. The User shall be liable for a

personal data breach if he/she fails to comply with Clause 3.7 of these Terms of Use.

- 3.7.4 If the User replaces the current device with a new device, the App needs to be installed and set up in the new device by the User (Bluetooth, messages (notifications), etc.). The App shall start from zero in the new device.
- 3.8 The App provides significant support in stopping the spread of Covid-19, but in no way aspires to provide individual medical advice, and **information available in the App shall not be considered an individual medical advice or diagnosis**. Information provided during direct communication with the CDPC or healthcare professionals shall prevail over information available in the App. If the User notices any symptoms or has discovered any circumstances that may imply Covid-19 infection, the User shall immediately contact a medical practitioner, for example, his/her family doctor and take appropriate precautionary measures irrespective of the information available in the App.

#### 4 Functional Solution of the App

- 4.1 To use the App, the User requires a device (e.g., mobile phone) that supports the App, and access to data transmission services that allow to download and use the App. To use the App, only downloading the App and setting it up according to User's preferences are required. No user account or linking it with an e-mail address is needed or is requested to use the App.
- 4.2 The User may choose the App language that will be used to display App information in the future.
- 4.3 For the App to operate independently, it is very important to regularly verify, in particular if the User goes for longer walks, that the charge level of the battery of the device is sufficient and that it is on. To operate the App, we encourage the User to choose safe data transmission solutions: an open public network without a password results in a general vulnerability of the User's device. While using the App, the User shall comply with any agreements signed between the User and third parties, for example, about the use of the device and data transmission services.
- 4.4 To prevent unauthorized access by third parties, the User shall protect his/her device by relying on screen security solutions available in the device and by changing them from time to time, in particular, if they have become known to any third parties, for example, the display access code, etc. The CDPC will not receive or process protection data from the User's device.

#### 4.5 Use of the discovering contacts and notification functionality:

- 4.5.1 The User **has to activate Bluetooth**. The User may activate/deactivate this functionality at his/her discretion and without any restrictions. However, for the App to perform as objectively as possible, it is very important to activate the Bluetooth if the User leaves his/her residence and visits public and other busy spaces and places where a contingent or accidental contact with a person fallen ill with Covid-19 is possible. The User may deactivate the Bluetooth at any time. To save energy, the User may deactivate the Bluetooth in his/her device if he/she is alone for extended periods of time or before bedtime. However, when the User is active again, it is very important to remember to re-activate the Bluetooth. The App may show a reminder if Bluetooth has been inactive for a longer period of time.

If a device with an Apple iOS is used, activating the Bluetooth will suffice for the App to function.

If a device with Android OS is used, to ensure that Bluetooth is fully functional, the GPS should also be activated (location functionality). It enables the contact tracing functionality. This is a requirement of Android OS for the App to function, and not an App requirement. **Location data will not be received or saved in the App, and will not be made available to the CDPC.**

- 4.5.2 The User should activate the Google and Apple Exposure Notification system (hereinafter, the system) that serves as a basis for the App. In the background mode, the system uses Bluetooth to trace near-by smartphones (approx. 2 m, longer than 15 minutes) also running this App, and transfers the data of traced contacts to the App. The recorded data do not allow to identify a specific User or his/her location. The traced contact is enciphered and kept only in the User's end device. If an infected User chooses to notify about him/her having Covid-19 via the App, end devices of other Users run a check to make sure that they have not been in contact with the User found to have Covid-19.
- 4.5.3 For the CDPC to promptly contact the User if there is a risk of Covid-19 infection, your contact phone should be entered in the App (hereinafter, the contact phone). The contact phone of those Users who have entered a number for communication with the CDPC is kept enciphered for 60 minutes in the back-

end system to send the text message with a confirmation code, and then deleted.

The CDPC will receive information about the contact phone only if the Covid-19 contact risk has materialized for the CDPC to communicate with a potential contact. In this case, the contact phone is automatically sent from the App to the CDPC system, and the User should not take any additional steps. The phone of the potential contact is kept enciphered in the back-end system and deleted 14 days after the date of the last contact.

**CDPC**CDPCCDPCThe above contact phone allows the CDPC to study circumstances of the User as a potential contact and receive information from him/her. In such situations, communication with the User provides considerable support to him/her as it shortens the waiting period, eliminates the need for the User to look for answers to questions important for his/her and public health, and reduces the risk of disinformation. The CDPC engages in such communication considering the epidemiological safety measures customized to local conditions that may ensure the best possible outcome to the User and the public.

User's contact phone shall not be used for purposes not related to the App and **shall not be disclosed to other bodies or third parties**. A potential contact found in the App shall not be considered a Covid-19 contact for the purposes of the law, and such status shall be assigned beyond the scope of the App and only pursuant to the applicable law.

- 4.5.4 If the User chooses to provide the number of his/her representative and if the User has so agreed with his/her representative, the User shall check a respective box in the App before the contact phone field. If the User is underage and he/she downloads the App, a parent or another legal representative acting as an adult may optionally enter his/her contact phone in the App.
- 4.5.5 The User shall have a right to delete or modify the contact phone at any time by indicating any current contact phone.
- 4.5.6 For the User to **receive an App notification about a possible contact with a person who has fallen ill with Covid-19** (another User), the User should have activated Bluetooth in the App that would allow to record any such potential contacts. The User may activate/deactivate Bluetooth at his/her discretion at any time. Notifications are possible only concerning those contacts that could have been recorded, while Bluetooth was active. A message by itself does not confirm that the User may have been infected as a contact person; however, being in contact with an infected person may increase the risk. A User who receives such notification shall promptly take precautionary measures until the required further action is discussed with the CDPC.
- 4.6 **CDPC**CDPCCDPCCDPCAvailability of the current information: the User is not obliged and it is not requested from him/her to provide any information about him/her. Information available in the information section may be regularly updated or changed, and is provided only for information purposes. If the information section allows to access third-party information sources, for example, homepages, the respective provider shall be liable for the content and processing of this information, and it may be subject to separate terms and conditions.

## 5 Availability of the App

- 5.1 Efficiency of the App greatly depends on public participation. Without the App, it would not be possible for the User to learn about many contacts that may put the User under risk, in particular contingent or accidental contacts. However, the performance of the App can be affected by several factors, e.g.:
  - If the User meets persons who have not downloaded the App or its Bluetooth is deactivated. In this case, the User's device is unable to record contacts and later inform the User accordingly.
  - If the User has not provided his/her contact phone in the App or cannot be reached at the contact phone entered in the App, the CDPC has a limited opportunity to contact the User to find out about his/her circumstances and provide support to the User and, as a result, to the public in general.
  - Via the App, the User cannot receive an automatic warning message activated by the person who has fallen ill with Covid-19, if the User who has fallen ill with Covid-19 has chosen not to use the warning functionality. In such cases, apart from the App and to the extent possible, the CDPC proceeds with measures laid down by the law to manually locate any contacts for them to start the required precautionary measures.
  - Performance of the App may also be affected if the User moves around without the device resulting in its inability to record any contacts or if the device is left in a busy place, while the User is in another place: in such cases, contacts recorded by the App may not be objective with regards to the respective User.
  - The App may not provide a comprehensive view if the User, for example, is a medical practitioner that supports Covid-19 patients on daily basis wearing the required personal protective equipment

(gloves, face mask, etc.). In such cases, the warning data provided by the App should be interpreted considering the implemented safety measures.

- In some cases, the performance of the App may be affected by other external factors like the surrounding terrain or materials, for example, if devices are located in two cars, and the Users communicate via opened windows. In this case, the resulting contact may not be recorded by the App. In some cases, the device may record a contact if Users are close-by, though separated by a light temporary partition and having no actual physical contact.

However, in practice the above or similar cases are comparatively rare if compared to the number of cases validly recorded by the App.

- 5.2 Though the App is developed by relying on the best current means and possibilities, it may not ensure that the App is continuously available at all locations, and it may have interruptions, for example, for updates, technical upgrades and ensuring compliance with the latest statutory requirements and recommendations. To extent possible, such interruptions will be notified in the App; however, in urgent cases, in particular if it could affect the security of the App or protection of Users, operation of the App may be suspended or partially or fully limited with immediate effect and without any advance notice. Technical inaccuracies and spelling errors may be corrected without any notice to Users. The App may be updated from time to time to improve its performance or functionality, or customise the App depending on technological developments or security and safety requirements. The User may be asked to manually install such updates to the App. Depending on the features of updates, the App may be limited or suspended until the latest updates are installed.
- 5.3 The App is offered as is, and does not bind the CDPC to any additional obligations or liabilities. The App is just an additional tool for the CDPC, and shall not serve as its primary or mandatory means for establishing possible Covid-19 contacts. The CDPC shall not be liable to the User, if the App is not available or its operation is interrupted for any reason. It shall not affect the User's right to receive other support that the CDPC has to provide pursuant to the law in any other way, incl. when the User contacts the CDPC by calling its helpline.
- 5.4 The User shall have a right to delete the App at any time thus making it unavailable. Information received before the deletion of the App shall be processed pursuant to the Privacy Policy of this App and the applicable law. The User shall have a right to re-load the App pursuant to its Terms of Use.
- 5.5 The User shall be liable for any action taken with the App, incl. for the trustworthiness of any information provided by the User and the legal right to provide such information to the CDPC. The App may be temporarily or permanently suspended with/without an advance notice if the User violates these Terms of Use or the applicable law, acts in bad faith or in any other unlawful way interferes with the rights or interests of the CDPC and/or other Users, and/or individuals. The User shall promptly contact the CDPC and shall refrain from any action that may result in any harm, if as a result of using the App the User has become aware of information that may unreasonably interfere with the rights and interests of other persons, for example, if the App device and/or contact phone that has been entered in the App for communication with the CDPC is transferred to another person and the App is not deleted.
- 5.6 Use of the App for any other purposes, incl. attempts to acquire data of other Users via the App or attempts to combine such data/the App with other party's databases and/or technological solutions are prohibited. Any person who is found in breach of the above shall be liable pursuant to the law.
- 5.7 The CDPC shall maintain the right to change the content of the App, suspend or close the App or any part thereof, if further maintenance of the App is no longer needed; or if it requires unreasonable technical, financial or administrative resources; or it is needed to implement statutory changes or required by other legal bases. Information received by the CDPC before such changes shall be processed pursuant to the applicable law.

## **6 Intellectual Property**

- 6.1 The CDPC grants the User a free, limited, revocable, non-exclusive, and non-transferable global use licence to download, install and use the App only for personal and non-commercial purposes pursuant to these Terms of Use. The User may install the App in a device owned or controlled by the User.
- 6.2 Content of the App, incl. any and all information, logos, trademarks, icons, images and design, presentation and software are owned by the CDPC and their respective partners, or are used under a licence from third parties that grants the respective intellectual property right to their use.
- 6.3 The User may not fully or partially reproduce, distribute, modify, derive, download, transfer or in any other way use the content of the App as listed in Clause 6.2 of these Terms of Use, as well as any App software that may be needed to operate the App without a prior written consent from the CDPC or the respective

prior legal consent from third parties, or if the software is not an integral component required for the operation of the App.

- 6.4 Misleading imitation of the App or its updates, modification, customization, unlawful granting a licence to third parties, unlawful decoding its source code, decompilation, deconstruction, dismantling or any other activity undermining the operation of the App is prohibited.
- 6.5 *Mala fides* use of the App name domain and sub-domain name contrary to the nature of the App and in a manner that is not pre-approved by the CDPC, as well as any false representation to the public related to the above are prohibited.
- 6.6 The content of the App is protected by the intellectual property law.

## 7 Changes in Terms of Use

- 7.1 The CDPC shall have a right to modify and update the content of the App, incl. any element of its design or configuration, and to unilaterally modify its Terms of Use. Information about any such amendments will be provided in the updated App Terms of Use along the current effective date. The User shall read the current version of App Terms of Use available in the App.
- 7.2 If the User finds unacceptable any modifications or amendments to the App and/or its Terms of Use introduced as a result of an update, the User shall stop using the App and shall delete it from the device. Continued use of the App shall mean that the User has read the update provided to the User and that the User understands and is bound by it.

## 8 Miscellaneous Provisions

- 8.1 The App is subject to the law of the Republic of Latvia. Issues not covered by these Terms of Use shall be settled pursuant to the law of the Republic of Latvia and principles of a democratic state, and considering the purpose and nature of the App.
- 8.2 Any disputes arising from or in relation to the App shall be settled by negotiation with the CDPC. If no agreement can be reached, the dispute shall be settled pursuant to the applicable law, if needed, by bringing the case at a court of the Republic of Latvia.
- 8.3 If any clause of these Terms of Use becomes unenforceable or invalid, it shall not affect the validity of other provisions of these Terms of Use.
- 8.4 See below **contact details of the CDPC** for additional information about the App, or if the User wishes to provide his/her opinion and/or share his/her experience in using the App, as well as for any other issues covered by the mandate of CDPC:

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