Corona-Warn-App

Terms of Use

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The app is published by

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      13353 Berlin (**RKI**),

which is represented by its President. Please call the RKI on +49 30 18754-5100 or email CoronaWarnApp@rki.de if you have any questions, complaints or legal claims relating to these Terms of Use.

Please read these Terms of Use carefully. These Terms of Use govern your use of the Corona-Warn-App and any future versions thereof (patches, updates and upgrades) (the **App**) and the use of other services which are currently provided or will be provided in the future by the RKI in connection with the App (**CWA Services**). You can view these Terms of Use at any time by going to "App Information" in the App itself or by visiting https://www.coronawarn.app/assets/documents/cwa-eula-en.pdf .The separate privacy notice (also available under "App Information" and at https://www.coronawarn.app/assets/documents/cwa-privacy-notice-en.pdf) is not part of these Terms of Use. Nevertheless, you are advised to read the privacy notice carefully.

The App is available from the Apple App Store for use on iOS devices and from Google Play for use on Android devices. General terms of use for apps from Apple or Google do not apply to the RKI. The RKI is solely responsible for the content of the App as well as its maintenance and care and for any legal claims you may have in relation to the App.

By installing and using the App, you confirm that you agree to these Terms of Use. If you do not agree to the Terms of Use, you may not install or use the App (or you will need to delete it) and nor may you use the associated services and systems. This does not affect any rights under open-source licences relating to the App's source code.

You are responsible for compliance with these Terms of Use even if you give the device on which you have installed the App to third parties and they use the App.

The App is aimed at people who are at least 16 years of age.

1. WHAT FEATURES DOES THE APP HAVE?

The aim of the App is to break SARS-CoV-2 infection chains at an early stage. The intention is to inform people as reliably and quickly as possible about encounters they have had with infected individuals and thus any potential transmission of the virus, so that they can self-isolate and help to contain the SARS-CoV-2 pandemic.

The App uses the COVID-19 exposure notification system provided by Apple and Google (**COVID-19 Exposure Notification System**), which is an integral part of your device's operating system. The exact name, operation, and functionality of the COVID-19 Exposure Notification System may vary depending on the manufacturer and version of your operating system. The COVID-19 Exposure Notification System is not part of the CWA Services or the App, but a system requirement of the App. The provider of the respective operating system is responsible for the availability, functionality, reliability and the terms of use and data processing of the COVID-19 Exposure Notification System. The RKI has no influence on this.

The key features of the App are set out below. The descriptions are provided for your information. They do not constitute legally binding specifications or any agreement concerning certain features. Please also refer to the relevant information and reservations in Section 10.

Risk identification

After you have enabled your operating system's COVID-19 Exposure Notification System and the App's risk identification feature, the COVID-19 Exposure Notification System starts sending random IDs via your device's Bluetooth interface. At the same time, the COVID-19 Exposure Notification System receives the random IDs of other users and stores them together with technical information, which is relevant for determining the risk of infection, about the Bluetooth signal strength (generally speaking: the stronger the signal, the shorter the distance), the day and the duration of the exposure.

At regular intervals, the App uses the CWA Services to retrieve a list of the random IDs of people who have reported an infection in the official coronavirus app of any country participating in the transnational warning system, and transfers this list to the COVID-19 Exposure Notification System. The COVID-19 Exposure Notification System compares these with the random IDs stored in the device to identify a possible exposure.

Risk of infection

In the event of a possible exposure involving someone who tested positive, the COVID-19 Exposure Notification System notifies the App and provides it with the information recorded about the signal strength, day, and duration of the contact. The App evaluates this recorded information and then informs you about the risk of infection identified for you, and any corresponding recommendations from the RKI about what you should do next. This may include contacting a medical professional or the local public health department (*Gesundheitsamt*) and/or self-isolating at home.

Registering a test

As soon as you have been tested for infection with SARS-CoV-2, you can use the App to start the digital test information process and thus be notified of your test result. For this to work, the testing laboratory needs to be connected to the CWA Services and provide you with a QR code or a TAN to register your test. The App is only able to provide the test result from the relevant lab. The RKI is not responsible for conducting the test or for the content of the test result.

Warning others

If your SARS-CoV-2 test result is positive, you can transmit your own random IDs from the last 14 days, which are stored in the COVID-19 Exposure Notification System, as well as optional information about the onset of any symptoms, to the CWA Services. This will allow other people who use the official coronavirus app of any country participating in the transnational warning system to be notified on their own devices of any possible exposure involving you.

Technical specifications of the App

Detailed descriptions of the technical features of the App and the related services and systems are available at:

https://github.com/Corona-Warn-App

These technical specifications are provided for information purposes only and do not form part of these Terms of Use. They do not constitute legally binding App specifications.

Further information

Further information about the App is available at: https://www.coronawarn.app/en/ (provider: SAP Deutschland SE & Co. KG)

Further information about the SARS-CoV-2 pandemic is available at: https://www.zusammengegencorona.de/ (provider: Federal Ministry of Health)

This further information is provided for information purposes only and does not form part of these Terms of Use.

2.   WHAT DOES LOW OR ELEVATED RISK MEAN?

The App calculates the user's estimated individual risk based on the exposures recorded by the COVID-19 Exposure Notification System. It considers factors such as days since exposure, exposure duration, the user's rough proximity to the person who has tested positive for coronavirus (based on the Bluetooth signal attenuation), and the time since the onset of symptoms (if indicated by the person who tested positive when they provided their random IDs).

The App will then show you a "low", "elevated", or – if the App is unable to perform risk identification – "unknown" risk. This is an estimate based on the data provided by the COVID-19 Exposure Notification System and the CWA Services. **This does not mean that you are actually infected with SARS-CoV-2.** You may still be infected if the App shows a "low risk", and you may not be infected if it shows an "elevated risk".

Other factors can significantly affect your own personal risk of infection. The App does not take those factors into account. In particular, these include your own personal circumstances, the external circumstances of any possible exposure to a person with coronavirus, your own behaviour, and any exposure to third parties which is not recorded by the App. See also Section 4.

3.   WHAT SHOULD I DO IF I HAVE BEEN EXPOSED TO A CONFIRMED CASE?

If the App notifies you of possible exposure to a person who has tested positive for coronavirus, it will also give you recommendations for what to do next. These recommendations are not legally binding, but the RKI does recommend that you follow them. They do not affect your legal or contractual obligations or any official requirements concerning what to do in the event of exposure to a confirmed case. You must still comply with any such obligations or requirements.

No medical diagnosis whatsoever is performed in or using the App.

The notification of possible exposure does not mean that you have been infected with SARS-CoV-2. It simply means that you have been exposed to someone with a confirmed case of SARS-CoV-2 during the last 14 days. Consequently, there is only a possibility that you could also have been infected. The classification of the risk as "low" or "elevated" is based solely on the data provided by the COVID-19 Exposure Notification System and the CWA Services (e.g. information about the onset of symptoms) and does not indicate whether you have actually been infected.

The notification of possible exposure may be inaccurate. The COVID-19 Exposure Notification System may, for example, have recorded the possible exposure at a time when you were not close to your device or while someone else was using it. The possible exposure may also have been wrongly registered due to existing limitations in the COVID-19 Exposure Notification System (see Section 8).

4.   THE APP DOES NOT PROTECT YOU AGAINST INFECTION

The App serves to disrupt chains of infection.

- **The App will not protect you against infection with SARS-CoV-2.**

- **The App will not reduce your own personal risk of infection.**

- **You can still become infected with SARS-CoV-2 even if the App doesn't notify you of your exposure to the person who infected you:**

  o The App does not know about all your encounters with other people. This may be because other people do not use the App, you do not always carry your device with you, or you do not always have the App running. The exposure logging performed by the COVID-19 Exposure Notification System also has certain limitations (see Section 8).

  o The App only notifies you of any possible exposure to confirmed cases if this has been detected by the COVID-19 Exposure Notification System and passed on to the App. For this to happen, the infected person must have activated their own app's warning feature. Activating the warning feature is voluntary and some infected persons may choose not to do this.

Please also comply with all other precautions and official requirements when using the App. Reliable sources of information about the SARS-CoV-2 pandemic and appropriate precautions include:

www.infektionsschutz.de/coronavirus (provider: Federal Centre for Health Education, BZgA)

www.zusammengegencorona.de (provider: Federal Ministry of Health)

www.rki.de/covid-19 (provider: RKI)

This further information is provided for information purposes only and does not form part of these Terms of Use.

Please follow the **DHM rules** even when using the App:

D - Practise social distancing of at least 1.5 m.

H - Wash your hands regularly for at least 20 seconds.

M - Always wear a face mask when you go shopping and on public transport.

This is the best way to protect yourself and others against the virus.

5. RETRIEVAL OF TEST RESULTS

You may only access your own test results via the App.

If you are awaiting test results and the CWA Services are not available or you cannot retrieve your test results via the App for any other reason, please use alternative means to obtain your result (e.g. contact the test provider, such as your GP or the local public health department (*Gesundheitsamt*)). Do not wait until the App is available again.

6. ACTIVATING THE WARNING FEATURE

You can use the App to warn other people whom you have encountered that you have tested positive for SARS-CoV-2. **You may only activate the warning feature if your positive test result came from an approved testing laboratory.**

If your testing laboratory is not linked to the CWA Services, your infection status will be verified via a verification hotline set up by the RKI. You may not activate the warning feature on the basis of merely having been notified of a possible exposure.

*In cases of doubt, first contact your GP or the local public health department (*Gesundheitsamt*)*

If you are not sure whether you have been infected, please contact your GP or the local public health department (*Gesundheitsamt*). There you will receive further advice and can be tested if necessary. In the meantime, make sure you follow the general recommendations for what to do in suspected cases of infection with SARS-CoV-2.

Improper use

Improperly activating the warning feature is prohibited and may result in serious consequences. You may, for example, be liable for damages towards anyone affected.

7. REQUIREMENTS FOR USING THE APP

The following technical requirements must be met in order to use the App:

You will need a data connection

Certain features of the App are based on central services and systems provided via the CWA Services. These features are therefore only available if your device has an internet data connection, e.g. via UMTS, LTE or WiFi, enabling access to the CWA Services. Without a data connection, some or all of the features of the App will not be available. The same will apply when your device is turned off, or in flight mode.

The COVID-19 Exposure Notification System must be enabled

Your device's COVID-19 Exposure Notification System must be enabled and have the necessary permission for the region "Germany" / for the App.

Background updates

The App needs to run permanently in the background. You will also need to restart the App if you restart your device (e.g. after switching it off, after the battery has run out or after an operating system update) or if the App has been forced to close.

Settings on your device

To use the App, you will also need to enable the Bluetooth (BLE) functionality on your device and allow the App to access it if requested.

The RKI also recommends enabling the following features on your device and allowing the App to access them if requested, although you will still be able to use the basic features of the App without them:

- Notifications

- Camera

Please check your device settings to see whether these features are enabled and whether the App has permission to use them.

Detailed instructions on how to set up the App on iOS and Android are available on the website of the open-source project for the Corona-Warn-App at https://www.coronawarn.app/en/ (provider: SAP Deutschland SE & Co. KG). These instructions are provided for information purposes only and do not form part of these Terms of Use.

You will need to use a current version of the App

The RKI will occasionally publish updates for the App. You should install these updates as soon as possible and ensure that you are always using the latest version of the App. Using older versions of the App may lead to malfunctions and disruptions. If an update is absolutely necessary, you will be notified of this when you open the App.

You will need a current version of iOS or Android

The App uses the COVID-19 Exposure Notification System implemented by Apple in iOS and Google in Android. This is only available in iOS version 12.5 and upwards and in Android version 6 and upwards. Unfortunately, the App does not work on earlier versions of the two operating systems.

8. LIMITATIONS OF THE APP

The App is designed to help you identify a possible exposure you have had to another user who subsequently tested positive for coronavirus. However, it is important to know that the App has certain limitations, especially:

- A possible exposure can only be assessed by the App if that possible exposure has been recorded by your operating system's COVID-19 Exposure Notification System and passed on to the App. The RKI has no way of influencing the availability, completeness, correctness and reliability of these records in the COVID-19 Exposure Notification System.

- The App can warn you of a possible exposure to infected users of the official coronavirus app of any country participating in the transnational warning system. To do so, however, those users must have provided their positive test result via the respective coronavirus app, making this information available for the transnational warning feature.

- To assess the risk of infection, the App uses the information recorded about the Bluetooth signal attenuation. In principle, the lower the signal attenuation, the

closer the device. A higher signal attenuation can either mean that the other device was further away (i.e. a distance of more than two metres) or that there was something between the two devices which blocked the signal. This may be an object such as a wall or a bag in which the device was being carried, but also people or animals.

9.   RIGHTS OF USE

Simple right of use

You are hereby granted a limited, non-exclusive, non-transferable and revocable licence, which may not be sub-licensed, to use the App for your own personal, non-commercial purposes.

The licence for the iOS version of the App covers use on any Apple device owned or controlled by you, subject to the applicable terms and conditions of the App Store. You may also access and use the App via other Apple accounts linked to your own Apple account via Family Sharing or volume purchasing.

You may make copies of the App for backup purposes. You are not granted any further rights to the App.

Ownership of the App

The App is the sole and exclusive property of SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf (**SAP**) or its licensors, subject to the rights granted to you under Section 9 and any other rights to the App which SAP has contractually granted to the Federal Republic of Germany.

Open-source licensing notes

Information on the use of third-party components contained in the App and the applicable licence terms can be found in the open-source licensing notes in the App.

The App's source code is published under the terms of the "Apache 2.0 License" and can be downloaded at https://github.com/corona-warn-app. The terms of the "Apache 2.0 License" are available at https://www.apache.org/licenses/LICENSE-2.0.

The licence terms which apply to the App's source code as well as to third-party components contained in the App are not affected by the granting of rights under this Section 9.

What is not allowed

You may not manipulate or change the App.

You may not use the App or the interfaces to the CWA Services for improper purposes. You may not use the CWA Services for any purpose other than the intended use of the App on your device. You may only access the CWA Services via the App.

10. IMPORTANT INFORMATION ABOUT AVAILABILITY AND CHANGES

No legal claim to specific functionality

The App is made available to you in the form in which it is published by the RKI. The RKI accepts no responsibility for the operability of the App or the CWA Services and does not agree any specific properties or qualities with you. You have no legal claim to specific functionality or any other quality of the App or the CWA Services. The RKI is entitled to make changes to the App at any time and to remove entire features or parts thereof or to add extra features to the App.

No guarantee of availability

The RKI may restrict or suspend the operation of the App and the CWA Services at any time. You have no legal claim to the continued availability of the App or any of the associated services and systems, including the CWA Services, as regards either individual features or the system as a whole.

The RKI does not guarantee the availability or performance of the CWA Services. These may be temporarily unavailable due to maintenance or disruptions and may also be unavailable for longer periods of time. In such cases, the functionality of the App will be partially or completely restricted.

Changes to these Terms of Use

The RKI reserves the right to make changes to these Terms of Use. If you do not agree to the changed Terms of Use, you will no longer be able to use the App and the CWA Services and you will need to uninstall the App from your device.

Changes to risk assessment parameters

The RKI also reserves the right to change the parameters used to assess the risk of infection at any time, in order to take into account the latest research findings on how the virus is spread. The RKI determines the parameters used at its own discretion.

11. NO WARRANTY

The RKI determines both the features and the design of the App and the CWA Services. The RKI does not agree any specific quality with you and you have no legal claim to the incorporation of certain features in the App or to these being designed in a certain way. The App is provided in the condition and with the features as implemented by the RKI when the App is published in the Apple App Store or on Google Play.

The RKI will exercise reasonable care when providing the App and running the CWA Services. The RKI makes no other promises or assurances with regard to the App or the CWA Services. In particular, it does not warrant that:

- you will be able to use the App or the CWA Services without any interruption or errors,

- the App and the CWA Services will not be subject to any losses, corruption, attacks, viruses, interference, hacking or other security-related disruptions.

You are responsible for backing up your device and any systems connected to it, including all other apps stored on your device.

12. SPECIAL TERMS FOR THE IOS VERSION OF THE APP

The following terms apply if you obtain the App from the Apple App Store and use it on the iOS operating system.

Maintenance and support

As the publisher of the App, the RKI is solely responsible for the App's maintenance and support in line with these Terms of Use. Apple assumes no obligation to provide any maintenance or support services in respect of the App.

Apple not liable for disruptions

You may notify Apple in the event of disruptions affecting the App. To the extent legally permissible, Apple has no further obligations in the event of such disruptions.

Product liability

Apple is not liable for any legal claims by you or third parties in relation to the App or to the use or possession of the App, including

- product liability claims,

- claims based on the App not meeting statutory or regulatory requirements, and

- claims under consumer protection and data protection laws or similar laws,

including claims in connection with the use of the HealthKit and HomeKit frameworks.

Infringement of third-party intellectual property rights

In the event that third parties assert claims due to the infringement of intellectual property rights by the App or your possession or use of the App, Apple shall not be responsible for the investigation, defence, resolution or fulfilment of such claims due to the infringement of intellectual property rights.

US embargoes and sanctions

In acknowledging these Terms of Use, you confirm that

- you are not in a country subject to an embargo by the government of the United States of America or deemed by the government of the United States of America to be a terrorist-supporting country and

- you have not been placed on a list of prohibited or restricted parties kept by the government of the United States of America.

Apple's right as a third-party beneficiary

You acknowledge and accept that Apple is a third-party beneficiary under these Terms of Use and that Apple can therefore enforce these Terms of Use against you. The contracting parties retain the right to make changes to or cancel these Terms of Use, including Apple's rights. This shall not require Apple's consent.

13. FINAL PROVISIONS

Intended use; blocking in cases of improper use

You may use the App and the CWA Services only in line with their intended used. In the event of improper use of the App or the CWA Services, the RKI reserves the right to ban users from accessing the App and the CWA Services.

Third-party services

If you use third-party services in connection with using the App, in particular those of telecommunication service providers for the provision of a data connection, you are responsible for the associated costs and complying with the relevant terms and conditions.

Applicable law

These Terms of Use are governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods is excluded. This does not affect the statutory provisions on restriction of the choice of law and on the applicability of mandatory provisions, in particular those in the country in which you as a consumer are ordinarily resident.

Severability

Should any of these Terms of Use be or become legally invalid, this shall not affect the remaining provisions. The invalid provisions shall be replaced by any applicable statutory provisions. However, if this would constitute unreasonable hardship for one of the parties, the entire Terms of Use shall cease to be valid.

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