

Corona-Warn-App

Terms of Use

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The app is published by

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represented by its President. Please call the RKI on +49 30 187 545 100 or email us at CoronaWarnApp@rki.de if you have any questions relating to these Terms of Use or if you wish to submit any complaints or legal claims.

Please make sure that you read these Terms of Use carefully. These Terms of Use form the basis for your use of the Corona-Warn-App ("**CWA**") and any future versions thereof (patches, updates and upgrades) ("**App**") and the use of any other services ("**CWA Services**") which are already available or may be made available by the RKI in connection with the App. The separate Data Protection Declaration (see <https://www.coronawarn.app/assets/documents/cwa-privacy-notice-en.pdf>) forms an integral part of these Terms of Use. Please also read the Data Protection Declaration carefully.

The App is available from the Apple App Store for all iOS devices and from Google Play for all Android devices. The general terms and conditions for apps available from Apple or Google do not apply with respect to the RKI. The RKI is solely responsible for the content and maintenance of the App and for any legal claims you may have in respect of the App.

You confirm that you agree to these Terms of Use when you install and use the App. If you do not agree to these Terms of Use, you may not install or use the App (or you will need to uninstall it) and you will not be able to use any of the related services or systems. This will not affect any rights under any open source licences relating to the App's source code.

You are still responsible for complying with these Terms of Use if you give the device on which the App is installed to a third party and they use the App.

The App is intended for use by anyone who is 16 or over. Anyone under 16 may only use the App with the permission of their parent or guardian (*Sorgeberechtigte*).

1. **WHAT FEATURES DOES THE APP HAVE?**

The aim of the Corona Warning App is to disrupt chains of infection of SARS-CoV-2 at an early stage. The intention is to notify people quickly and reliably about any contact they may have had with infected individuals and any potential exposure to the virus. This will allow people to self-isolate and limit the spread of the SARS-CoV-2 pandemic.

The key features of the App are set out below. The details provided are solely for your information. They do not constitute legally binding specifications or any agreement that certain features must be available. Please also consult the information and conditions contained in Section 10.

Background app

The App runs in the background on your device and automatically stores and encrypts random IDs (rolling proximity identifiers) produced by other nearby devices. The App regularly collects a list of random IDs (temporary exposure keys) via the CWA Services for those individuals who have voluntarily registered themselves as being infected. It then compares these against the random IDs already stored on the device and identifies any situation where an infection could have been passed on.

The App is only able to identify and register encounters with other persons if the App is equally installed on a device carried on by such person and if such person meets all the conditions for using the App (see Section 7 below). The App is not able to register whether the user has had contact with other people as such.

Exposure notification

You will receive a notification if you have had exposure to someone who has a confirmed infection. This notification will include instructions on 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.

Notification of test results

As soon as you have been tested for a SARS-CoV-2 infection, you can use the App to start the digital test notification process. You will then receive a notification of your test result in due course. The App is only able to provide the test result from the relevant lab. The RKI is not responsible for the performance of the test or the content of the test result.

Positive result

If your SARS-CoV-2 test is positive, you may use the App to voluntarily publish your own random IDs registered by the App for the last 14 days as diagnosis keys. This will enable other App users to check on their own devices whether they may have had exposure to you during that period.

Technical specifications of the App

Details 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 for information purposes only and do not form part of these Terms of Use. They are not a legally binding agreement regarding the quality or specifications for the App.

Further information

Further information on the App is available at: <https://www.coronawarn.app/en/>

Further information on the SARS-CoV-2 pandemic is available at: <https://www.zusammengegegen corona.de/>

The above information is for information purposes only and does not form part of these Terms of Use.

2. **WHAT DOES LOW OR ELEVATED RISK MEAN?**

The App uses any confirmed exposures to calculate the user's indicative individual risk. It uses factors such as days since exposure, exposure duration, the proximity to a confirmed case based on the Bluetooth signal attenuation and any transmission risk. The App will then tell you whether you are at "low risk" or "elevated risk". This is a purely indicative assessment based on the data collected. **The App cannot tell you whether you are actually infected with SARS-CoV-2.** You may still be infected if you are categorised as "low risk" and you may not be infected even if you are placed in the "elevated risk" category.

There are a number of other factors which may affect your own personal risk of infection. The App will not take those factors into account. They include your own personal circumstances, the external circumstances of any exposure to a confirmed case, your own behaviour and any contact with anyone who is not registered with the App. See also Section 4.

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

If the App notifies you that you have been exposed to a confirmed case, you will also receive information on what to do next. These instructions are not legally binding, but the RKI does recommend that you follow them. The recommendations referred to above do not affect any applicable legal or contractual obligations or any official requirements

on what to do in the event of any exposure to a confirmed case. You must still comply with any such obligations or requirements.

The App does not and cannot be used to provide any form of medical diagnosis.

The notification does not mean that you have 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 and that you may also potentially have been infected. The classification of risk as "low" or "elevated" is based solely on the available data and does not indicate whether you have actually been infected.

You may receive an exposure notification which is not accurate. Your device may, for example, register an exposure at a time when you are not close to your device or while someone else is using it. Exposures may also be wrongly registered due to existing limitations in contact/proximity measurement (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 does not reduce your own personal risk of infection.**
- **You can still catch SARS-CoV-2 without the App notifying you of the exposure to the person who may have infected you:**
 - The App does not register all your contact with other people. This may be because other people are not using the App, you do not always have your device on you or you do not have the App activated at all times. There are also certain limitations in terms of contact/proximity measurement (see Section 8 below).
 - The App only notifies you of potential exposures to confirmed cases. The App needs to have registered your contact with a confirmed case and the infected individual needs to have activated the App's warning feature. Activating the warning feature is voluntary and not all infected individuals may do so.

Please use the App in conjunction with the other relevant precautions and official requirements. Reliable information on the SARS-CoV-2 pandemic and the precautions you should take is available at:




www.infektionsschutz.de/coronavirus

www.zusammengegencorona.de

www.rki.de/covid-19

The above is purely for your information and does not form part of these Terms of Use.

Always follow these **rules**, including when you are using the App:

-  - Practice social distancing (at least 1.5m)
-  - Wash your hands regularly for at least 20 seconds
-  - 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. ACCESSING TEST RESULTS

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

If you are waiting for test results and the CWA Services are not available or you cannot access your 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. WARNING FEATURE

You can use the App to warn other people you have had contact with 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 lab.**

If the approved test lab 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 a reporting of positive test result only.

In cases of doubt, get in touch with your GP or the local public health department (Gesundheitsamt)

If you are not sure whether or not you have been infected, contact your GP or the local public health department (*Gesundheitsamt*) before activating the warning feature. They will be able to advise you what to do and you may be able to get yourself tested if necessary. In the meantime, make sure you follow the general recommendations for what to do in the event that you think you may be infected with SARS-CoV-2.

Use of the warning feature without good reason

You may not activate the warning feature without good reason and doing so may have serious consequences. You may, for example, be liable for damages towards any other affected individuals.

In the event of any use of the App which is not in line with these Terms of Use, the RKI reserves the right to ban users from accessing the App and the CWA Services.

7. TECHNICAL REQUIREMENTS

The following technical requirements need to 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. Some or all of the features of the App will not be available if you do not have a data connection. The same will apply when your device is turned off or in flight mode.

The App must be running and activated

The App must be running on your device (in the foreground or background) and must be activated. You will need to launch the App for this. If you fail to launch the App, or deactivate or quit the App, it will not register any encounters with other people and will not generate any random IDs which can be stored by other devices. You will need to relaunch the App if you restart your device (e.g. after turning it off, when the battery runs out or following an operating system update).

Settings on your device

You will also need to activate the Bluetooth (BLE) functions on your device and allow the App to access them.

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

- notifications
- camera

Please check the settings on your device to see whether these functions are activated and may be accessed by the App.

Detailed instructions on how to set up the App for iOS and Android are available at <https://www.coronawarn.app/en/>. These instructions are for information purposes only and do not form part of these Terms of Use.

You will need to ensure that you are using the latest version of the App

The RKI will publish occasional updates for the App. You will need to install these updates as soon as possible and ensure that you are always using the newest version of the App. Using older versions of the App may lead to technical issues or disruptions.

You will need to have the latest versions of iOS or Android

The App uses functions implemented specifically by Apple on iOS and Google on Android ("exposure notification"). These are only available on iOS version 13.5 and upwards and Android version 6 and upwards. Unfortunately the App does not work with earlier versions of those operating systems.

8. **LIMITATIONS OF THE APP**

The App is designed to help you identify exposures you have had to people who subsequently received a positive test result. But you should always remember that the App has certain limitations.

One of these is that, while the App is constantly sending out random IDs (rolling proximity identifiers), it only receives random IDs from other devices at specific intervals. The windows for receiving data in the App are currently up to five minutes apart and are only very short.. All these functionalities are based on the underlying Exposure Notification Framework from Apple and Google and can be changed by these companies at any time.

The Bluetooth signal attenuation is used for the proximity measurement. A lower signal attenuation essentially means that the other device is closer. A higher signal attenuation means that either the other device is further away (i.e. a distance of more than two metres) or there is something between the two devices blocking the signal. This might include something like a wall or a bag containing the device, but could just as easily be people or animals.

9. **USER RIGHTS**

Simple user right

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 der 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 the purchase of bulk licences.

You are entitled to make copies of the App for your own backup purposes. You are not entitled to any other rights in respect of the App.

Ownership of the App

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

Open source licensing notes

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

The source code for the App is published under the "Apache 2.0 Licence" licence conditions and may be downloaded at "<https://github.com/corona-warn-app>". The

licence conditions for the "Apache 2.0 Licence" are available at ["https://www.apache.org/licenses/LICENSE-2.0"](https://www.apache.org/licenses/LICENSE-2.0).

The licensing provisions which apply to the source code for the App and the third-party components contained in the App are not affected by the rights granted under this Section 9.

What you are not allowed to do

You may not manipulate or change the App.

You may not use the App or the interfaces to the CWA Services for any purpose which is not in line with these Terms of Use. 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 ON AVAILABILITY AND CHANGES

No claim to a specific functionality

The App is made available to you in the form in which it is published by the RKI. The RKI does not accept any responsibility for the operability of the App or the CWA Services and does not agree any specific properties or qualities with you. You are not entitled to any claim to a specific functionality or constitution 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 do not have any claim to the continued availability of the App or any of the associated services and systems, including the CWA Services, either as regards individual features or the system as a whole.

The RKI does not guarantee the availability or performance of the CWA Services. The CWA Services may be temporarily unavailable due to maintenance or a fault. This may last for some time in certain cases. The functionality of the App will be restricted or completely unavailable during such periods.

Changes to these Terms of Use

The RKI reserves the right to make changes to these Terms of Use. You will be asked to agree to any such changes when you launch the App. If you do not agree to the changes, 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.

Risk score

The RKI also reserves the right to change the parameters used to determine the risk score at any time to take account of the latest research findings relating to the transmission and spread of the virus. The RKI may determine these parameters at its own discretion.

11. NO WARRANTY

The RKI determines both the features and the design of the App and the CWA Services. In this respect, the RKI does not agree any specific properties or qualities with you and you have no right to the incorporation of specific features in the App or to these being designed in a specific way. The App is provided in the condition and with the features implemented by the RKI when it was published in the Apple App Store or Google Play.

The RKI will exercise reasonable care in providing the App and the CWA Services. The RKI does not make any other promises or assurances regarding the App or the CWA Services and, in particular, does not warrant that:

- you will be able to use the App or the CWA Services without any interruption or that these will be free from errors,
- the App and the CWA Services will not be subject to any losses, corruption, attacks, viruses, interference, hacking or other security-related issues.

You have sole responsibility for data security on your device and any systems connected to it, including the data security of all other apps installed 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 with the iOS operating system.

Consent to data usage

You consent to the RKI collecting and using technical data and associated information (particularly technical information on your device, system and application software and your peripherals) at regular intervals in order to facilitate the provision of software updates, product support and any other services provided to you in connection with the App. The RKI may use this information to improve its products or offer you services or technology, provided this is done without disclosing your identity.

Maintenance and support

As publisher of the App, the RKI has sole responsibility for maintenance and support services for the App in line with these Terms of Use. Apple assumes no obligation whatsoever to provide any maintenance or support services in respect of the App.

Apple not liable for service interruptions

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

Product liability

Apple is not liable for any claims by you or third parties in relation to the App or to the use or possession of the App. This includes

- product liability claims
- claims based on the App not meeting statutory or regulatory requirements and
- claims under consumer protection and data protection or any similar laws,

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

Infringement of third-party IP 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 rights 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 modify or terminate these Terms of Use, including Apple's rights. This does not require Apple's consent.

13. FINAL PROVISIONS

Proper use of the App / blocking users in the event of misuse

You may use the App and the CWA Services only in line with their intended use. In the event of misuse 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 accessing the App, including telecoms services to obtain a data connection, you are responsible for covering 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, including those in the country in which you as a consumer are resident.

Severability

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

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