Google COVID-19 Exposure Notifications Service Additional Terms

Last Modified: May 4, 2020

By clicking "accept" below, you agree to the following terms in order to use the Google COVID-19 Exposure Notifications Service (the "**Service**"): (1) the [Google APIs Terms of Service](#), and (2) these Google COVID-19 Exposure Notifications Service Additional Terms (the "**Additional Terms**") (collectively, the "**Terms**").

Please read each of these documents carefully. Together, the Terms govern your access to and use of the Service. The Terms are effective as of the date you click to accept the Additional Terms (the "**Effective Date**"). If you are accepting the Terms on behalf of an entity or organization, you represent and warrant that: (i) you have full legal authority to bind that entity or organization to the Terms; (ii) you have read and understand the Terms; (iii) you agree, on behalf of that entity or organization, to the Terms; and (iv) if you are a contractor working on behalf of a government public health entity, you will mandate that such entity agrees to the Terms.

If these Additional Terms conflict with the [Google APIs Terms of Service](#), these Additional Terms will govern your use of the Service to the extent they conflict. The defined terms in the [Google APIs Terms of Service](#) apply to these Additional Terms.

TERMS

1. **API Client Requirements.** You may use the Service only if your API Client (the "**App**"):
    a. Is published through Google Play by or on behalf of a government public health authority, limited to one app per country unless the country has a regional approach, or as otherwise permitted by Google;
    b. Has been endorsed by the relevant government public health authority (as confirmed by verifiable documentation, which Google may request at any time);
    c. Discloses the applicable government public health authority and jurisdiction in the App name and description;
    d. Is used exclusively for COVID-19 response efforts and not for any other purpose, such as law-enforcement or any punitive action (e.g., individual quarantine enforcement); and
    e. Does not require the provision of data that identifies or that can be used to target an individual or group on the basis of race or ethnic origin, religion, disability, age, sexual orientation, gender, gender identity, caste, nationality, veteran status, or any other characteristic that is associated with systemic discrimination or marginalization, and does not use any data to discriminate against or marginalize any individual or group.

2. **End-User Registration and Use**
   a. Your App must provide end users with the ability to consent before using the App. Your App may not interfere with end users' ability to uninstall your App or turn off notifications.
   b. Your App may not require end users to provide personal data to obtain exposure notifications.
   c. If your App provides an end user with an exposure notification, it must also provide post-exposure guidance and resources. Your App must cite the source of any clinical guidance and epidemiological information provided to end users and must comply with relevant Google Play policies.

3. **Data Protection, Collection, and Privacy.** In addition to the provisions regarding security and user privacy specified in Section 3 of the [Google APIs Terms of Service](#) and Google Play's Developer Program Policies on [Privacy, Security, and Deception](#), the following provisions apply:
   a. Data Protection Terms. In furtherance of your adherence to Section 3(d) of the [Google APIs Terms of Service](#):
      i. For purposes of these Additional Terms, the terms "controller," "personal data," and "processing" have the meanings given in Regulation (EU) 2016/679 of the European Parliament ("General Data Protection Regulation").
      ii. You, in your capacity as controller of any personal data processed in connection with the use of your App, are solely responsible for complying with applicable data protection and privacy laws and regulations.
      iii. In providing the Service, Google has no role in determining the purposes for which, or manner in which, any personal data are processed by the App.
   b. Data Collection and Responsibility.
      i. You will comply with [Google Play's prominent notice and consent requirements](#) for any personal data collected by your App.
      ii. Your App may only collect the minimum amount of end-user data necessary for COVID-19 response efforts and may only use the data for such efforts. All other uses (including selling or licensing such data, using it to serve or target ads, or providing it to government agencies for purposes other than COVID-19 response) are prohibited.
      iii. Your App may only use third-party services, such as analytics services, in compliance with these Terms. You must not collect or use Android's Advertising ID, or any associated Advertising ID API service, and you must not include any advertising, product promotion, or marketing in your App.
      iv. You and your App may not access or collect any keys or Rolling Proximity Identifiers derived from the Service, except for Diagnosis Keys with user

consent. Diagnosis Keys may only be retained for 30 days from the time of collection. Diagnosis Keys may only be linked with personal data to the minimum extent and for the minimum duration necessary to verify a positive case of COVID-19 in your App. For purposes of this Section, the terms "keys," "Rolling Proximity Identifiers," and "Diagnosis Keys" have the meanings specified in the [Exposure Notification Cryptography Specification](#).

    v.   You and your App may not associate Diagnosis Keys from different end users or devices, or otherwise use the Service to link together specific individuals.

    vi.   While end users of your App may provide personal data as part of their use of the App, you will not share this end-user personal data with Google. You may only share end-user personal data with third parties with user consent, and only as necessary for COVID-19 response efforts.

    vii.   You may not link, share, import, or transfer any end-user data collected in another app with end-user data obtained in Your App without user consent (e.g., for purposes of migrating users from one of your existing COVID-19 apps to your App). For clarity, you may not link any end-user data that may be accessed through a permission per (c)(iii) below.

  c. <u>Permissions</u>.

    i.   Your App may not request the Location, Bluetooth_Admin, Special Access, Privileged, or Signature permissions, or collect any device information to identify or track the precise location of end users.

    ii.   Your App may not request any other runtime permissions (e.g., Contacts, Storage) unless expressly authorized by Google.

    iii.   You may not use or combine any data obtained through the permissions described in (c)(i-ii) above granted to another app (even if you own or operate that app) with data collected or otherwise obtained in your App.

4. **Government Entities.** If you are a government entity, the following terms apply:

  a. <u>Governing law</u>. For government entities other than the U.S. federal government, the last paragraph of the [Google APIs Terms of Service](#) is deleted in its entirety and replaced with the following: "If you are accepting the Terms on behalf of a government entity other than the U.S. federal government, the parties agree to remain silent regarding governing law and venue."

  b. <u>U.S. Government restricted rights</u>. Under 48 CFR §§ 12 and 227, the Service is "commercial computer software" and is licensed to the U.S. government solely under the restricted rights described in these Terms.

5. **General**

  a. The [Google APIs Terms of Service](#) remains in full force and effect except as modified by these Additional Terms.

b. The Service is technology provided to facilitate exposure notification efforts, and is not intended to be and is not a certified medical device or medical device data system (or equivalent designation in the applicable jurisdiction), nor is it meant to be used for any medical, diagnostic, prognostic or treatment purposes. Google does not warrant that the Service (1) was developed, tested, or provided in accordance with medical device standards or requirements, or (2) complies with medical device laws or related requirements. It remains your sole responsibility to ensure that your App complies with all applicable laws and regulations.