

BePrepared

Terms of Use

Providers of the “BePrepared” App are the

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and the

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– hereinafter collectively referred to as “Providers”.

For questions and complaints regarding these Terms of Use, you may contact the Providers at beprepared@katho-nrw.de.

Please read these Terms of Use carefully. These Terms of Use govern your use of the “BePrepared” App including the use of future versions (patches, updates and upgrades) (“App”) and the use of other services that are currently provided or will be provided by the Providers in connection with the App. You can access these Terms of Use at any time in the App menu under “Terms of Use” and at https://www.katho-nrw.de/fileadmin/primaryMnt/KatHO/DISuP/BePrepared/Nutzungsbedingungen_V1.pdf.

The separate privacy statement (in the App, see “Privacy” or https://www.katho-nrw.de/fileadmin/primaryMnt/KatHO/DISuP/BePrepared/Datensicherungskonzept_BePrepared.pdf) is not part of these Terms of Use. Nevertheless, please also read the privacy statement carefully.

The App was developed as a preventive resource for young refugees as part of a research project in order to assist people with controlled and low-risk substance use and reduction of problematic consumption. For the use on Android devices, the App is available on the Google Play Store for free download. Google's general Terms of Service are not applicable to the Providers. The Providers are solely responsible for the content of the App as well as its maintenance or any user claims.

By installing and using the App, you agree to these Terms of Use. If you do not agree with the Terms of Use, you may not install or use the App (or you must delete it) and you are not allowed to use the associated services. Uninstalling the App will be deemed a revocation of your agreement to these Terms of Use. You are also responsible for compliance with these Terms of Use if you provide the device on which you have installed the App to any third party that may use the App. If you wish to cancel your study participation and delete your data, please follow the instructions in the App menu under “Privacy” → “Stop?”.

1. General terms

The aim of this App is to promote mental health for refugees who have arrived in Germany through an indicated prevention of addictive diseases. The App was developed as part of a research study and is being scientifically evaluated in a feasibility study.

The App deals with the substances alcohol and cannabis. Cultivation, possession, trafficking and distribution of cannabis are punishable under German and international law. The App does not approve substance consumption, recommend or encourage anyone to consume, or promote the

consumption of substances. The App does not guarantee that the user will implement recommendations for action correctly, or that the well-being of the user will not deteriorate if the recommendations for action are followed, or that no problematic effects for body and soul will occur. The App does not diagnose or analyze medical conditions and does not obviate the need to consult a physician or drug addiction expert, in case health complaints occur or the personal well-being is impaired over a long period of time. The consumption of alcohol and cannabis can lead to physical, psychological and social harm. Children, adolescents, pregnant women and people with mental disorders, psychiatric illnesses and diseases of the cardiovascular system are particularly vulnerable to harm.

The following explanations and descriptions are for your information only and do not constitute representations or warranties or an agreement on particular functions. Among others, the main functions of the App include:

- a screening and personalized feedback,
- four intervention modules to promote self-observation, motivation for change, behavioral repertoires and skills for dealing with stressful feelings,
- further content with psychoeducational texts, among other things, and information on help offers on site, by phone or online,
- data collection within the scope of the study.

2. Scope of application

The BePrepared App is a free offer from the Catholic University of Applied Sciences and the TU Berlin. Using the App is exclusively permitted under these terms and conditions. The user accepts these Terms of Use (see above) on first-time App launch. The content of the App is limited to personal use. The App and its functions must not be used in an abusive manner. Using the App is only permitted within the legally permissible scope and in accordance with our Terms of Use. In case of violation of the applicable German law or these Terms of Use, the Catholic University of Applied Sciences and the TU Berlin reserve the right to exclude the participant from using the App.

3. Technical requirements

There are several requirements for using the App:

Device:

To use the App, you need a mobile device that meets certain system requirements. The Catholic University of Applied Sciences and the TU Berlin are not responsible for compliance with system requirements. This is the exclusive responsibility of the user.

Operating system:

The App runs on all Android versions starting from Android 6.0. Unfortunately, there is no compatibility with earlier versions of Android.

Data connection:

The use of the App is based on services and systems provided by the TU Berlin. These services cannot be used without a data connection to the internet (UMTS, LTE, WLAN), so that some or all of the App's features may not be available to you. This also applies if you put your device on airplane mode or if you turn it off.

Settings:

As part of the study, an internet connection is required to complete the surveys and to receive the vouchers; a connection is also desirable in order to collect usage data for scientific evaluation of the intervention while using the App.

Updates:

The Providers will provide updates to the App from time to time. You should install these updates immediately and always use the latest available version of the App. When using older versions, malfunctions and faults may occur under certain circumstances.

4. Disclaimer of warranty and limitation of liability

The Providers determine the functions of the App and any services as well as their design. No specific condition is expressly agreed. The user has no right to demand that the App has certain functions or that these are designed in a certain way. The App is provided in the state and with the features as implemented by the Providers when publishing the App on Google Play Store.

We take great care to ensure that all information is up-to-date, complete and correct. The Catholic University of Applied Sciences and the TU Berlin do not assume any liability for the correctness, up-to-dateness and completeness of the provided contents and their selection. Furthermore, the universities do not guarantee that the App or the content conveyed by this App is compatible with the hardware and software of your mobile device, or that this content will be available without restriction at all times or at certain times, or that they will meet certain performance and functional requirements.

The user is solely responsible for backing up the device and any associated systems, including the data backup of any other apps stored on your device.

The Catholic University of Applied Sciences and the TU Berlin reserve the right to discontinue the App or its conveyed content in whole or in part, either temporarily or permanently. The Catholic University of Applied Sciences and the TU Berlin are not liable for damages caused by errors, delays or interruptions in transmission, or in the event of malfunctions of the technical equipment and service, incorrect or incomplete content, viruses, or damage caused in any other way while using the App, insofar as these damages are not based on intent or gross negligence. The limitation of liability does not apply to damages resulting from injury to life, body or health.

5. Obligation to cooperate and exercise due diligence

When using the App, follow the instructions and user guidance on the screen. You are obliged to take sufficient security measures to prevent misuse of your data. An important security measure when using the App is an effective access protection of your device, which excludes the use by third parties. Make sure your device is adequately protected with an antivirus software and a firewall. Always keep these programs up to date, as well as your operating system. Never follow links in e-mails when the source is unknown or does not appear trustworthy, and never open file attachments to such e-mails.

6. Copyright and rights of use

The App and its components are protected by copyright. The copyrights are – unless otherwise noted – held by the Catholic University of Applied Sciences and the TU Berlin. The copyright is applicable to the program code, content, documentation, appearance, structure and organization of the program, all program names and all logos. The Catholic University of Applied Sciences and the TU Berlin make the App and its content available to you exclusively for their own, non-commercial purposes.

For the use of the App, the Providers revocably grant you the limited, non-exclusive, non-transferable, non-sublicensable and time-limited right to use the App and its contents.

Private copies of the App may be made for data backup purposes. Further rights are not granted.

Any other use requires the prior written consent of the Catholic University of Applied Sciences and the TU Berlin. In particular, the content may not be modified, copied or republished, transmitted, distributed or stored without the consent of the Catholic University of Applied Sciences and the TU Berlin. You may not distribute or otherwise transfer (including renting, leasing, lending or sublicensing) the App to any third party. It is also prohibited to modify, reverse engineer, decompile, disassemble or otherwise determine the source code of the software or any part thereof and to create derivative works of the software.

7. Availability and changes

No claim for specific functionality

The App is provided to you as it is released. The Providers do not warrant the functionality of the App and do not agree with you on any particular condition. You are not entitled to any particular functionality or other condition of the App. The Providers may change the App at any time and remove features in whole or in part or add additional features to the App.

No availability guarantee

The Providers cannot make any promises about the availability or performance of the App. The App may be temporarily unavailable due to maintenance or disruptions, and possibly over a long period of time. In these cases, the intended functionality is restricted in whole or in part.

The Providers can also restrict or stop the operation of the App at any time. There is no claim on your part to the continued availability of the App or the associated services and systems, neither with regard to individual functions nor with regard to the system as a whole.

Changes to the Terms of Use

The Providers are entitled to change these Terms of Use at any time. If you do not agree to the amended Terms of Use, you are prohibited from further use of the App and you must delete the App from your device.

8. Final provisions

Third-party services

If you use third-party services in connection with the use of the App, in particular the services of telecommunications service providers for the provision of a data connection, you are responsible for the associated costs and compliance with the respective contractual terms.

Applicable law

The law of the Federal Republic of Germany shall apply, with particular regard to social and data protection regulations. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which you as a consumer have your habitual residence, shall remain unaffected.

Partial ineffectiveness

The contract shall remain binding in the remaining parts of the contract, even if individual points are legally invalid. Instead of the ineffective points, the statutory regulations occur, if available. To the extent that this would be an unreasonable hardship for a contractual party, the contract becomes ineffective in its entirety.

Cologne, December 16, 2020