## **TRVST App Terms of Use**

Thank you for using the TRVST App. We're thrilled that you are taking part in strengthening the national system for verification of health products.

These Terms of Use explain what information you will receive and what information we receive from you and how we will use that information. We've developed these Terms of Use in the form of questions and answers - please do read these Terms of Use carefully before using the app. You will need to accept these Terms of Use in order to proceed to use the TRVST App and your use of the TRVST App will be treated as your continuing acceptance of these Terms of Use.

#### Who is providing the TRVST App?

The TRVST App is provided by UNICEF, in its role as "TRVST Org", through its contracted service provider. References to "we" or "us" in these Terms of Use means TRVST Org.

#### What is the TRVST and the TRVST App?

The TRVST is a system developed by the Verification and Traceability Initiative to support countries in the verification of health products, and the implementation of product traceability. It includes the TRVST Hub and the TRVST App. The TRVST Hub is a central repository of health product data that allows users of the TRVST App to verify whether the data of the health product item they have scanned matches the data in the TRVST Hub.

The TRVST App allows users to scan a barcode printed on the packaging of an health product item to verify whether the barcode matches the data in the TRVST Hub, as supplied by the manufacturer of the product. Only certain categories of health products are available for verification in the TRVST Hub. Please follow the process described by your organisation for scanning, and restrict scans to health products that have been identified by your organisation.

You can find more information on the Verification and Traceability Initiative, TRVST Org and the TRVST at <u>https://login-iqe.trvst4hp.org/Documents</u>.

#### What is the availability of the TRVST App?

The TRVST App is being provided initially for a limited trial period only. If TRVST Org, the government and their partners decide that the trial is successful, TRVST Org intends to make the TRVST App and related services available on a longer-term basis. TRVST Org cannot guarantee the continuation of TRVST App either at the end of the trial period or afterwards.

The aim is for the TRVST App to be available during normal working hours, but there may be scheduled and unscheduled downtimes, including for security updates. We cannot guarantee the availability of the TRVST App service.

#### What health products can I verify using the TRVST App?

At the date of these Terms of Use, there are a limited number of products in the TRVST system, which is primarily focused on COVID-19 vaccines. If you scan a product and receive a response indicating that the product is 'Not in our records', this DOES NOT MEAN THERE IS NECESSARILY A PROBLEM WITH THE PRODUCT. Please restrict scans to the products identified by your organisation.

#### What information does the TRVST App collect and how does it use this information?

When you use the TRVST App, the TRVST Hub will receive information from you on whether the data on your health product item matches the supplier data in the TRVST Hub. If it does, you will receive a positive message. If it does not, you will receive an alert.

By using the TRVST App, you consent to us receiving and storing the alert response in the TRVST Hub and sharing that alert response with authorised users of the TRVST Hub. The TRVST Hub data sharing principles are available to view here: <u>https://login-iqe.trvst4hp.org/Documents</u>

## Does the TRVST App collect personal information about you?

The TRVST App does not collect personal information about you. When you download the TRVST App, we will not ask you to create an account with your name or any other personal information about you.

# What are the rules for use of the TRVST App?

You can use the TRVST App to verify whether the data on the health product pack you are scanning matches the data in the TRVST Hub. You cannot use the TRVST App for any other purpose.

DO NOT use the TRVST App:

- in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, including use that is harmful to children or violates third party rights;
- in any way that causes, or may cause, damage to the TRVST App or impairment of the availability or accessibility of the TRVST App or otherwise interfere with or disrupt the integrity or performance of the TRVST App;
- attempt to gain unauthorized access to the TRVST App or its related systems or networks;
- copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the TRVST App or any part of the TRVST App or otherwise attempt to discover any source code of, or modify, the TRVST App;
- otherwise access or use the TRVST App in any way not expressly permitted by these Terms of Use.

You do not have permission to use the TRVST mark and brand. You do not have permission to use the UNICEF name, logo and emblem. DO NOT use the TRVST brand or the UNICEF Brand without the express prior written authorization of TRVST Org.

If you don't comply with these rules, we may suspend or terminate your use of the TRVST App at any time without notice and take other action we consider appropriate.

# Can I stop using the TRVST App?

You can stop using the TRVST App – and delete TRVST App - at any time. The data that you have permitted us to use will remain in the TRVST Hub and will continue to be used by us in accordance with these Terms of Use.

## What does TRVST Org disclaim responsibility for?

TRVST ORG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE TRVST APP AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES THAT (A) TRVST APP DOES NOT AND WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY, (B) TRVST APP WILL BE TIMELY, ACCURATE, COMPLETE, AVAILABLE, UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS OR (C) ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. TO THE MAXIMUM EXTENT PERMITTED, IN NO EVENT WILL TRVST ORG BE LIABLE UNDER THESE TERSM OF USE OR OTHERWISE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

## Can these Terms of Use be modified?

TRVST Org may modify these Terms of Use at any time without seeking your consent. You can always view the latest version of these Terms of Use at <u>https://login-iqe.trvst4hp.org/Documents</u>

## No Waiver

UNICEF is an international inter-governmental organization established by treaty and enjoys certain privileges and immunities under international law. Those privileges and immunities are expressly reserved and not waived.