

# Mobile App: Terms and conditions

Last updated 02/08/22

Please read these terms (Terms) carefully before using the COPA (Cleveland Online Policing App)

These Terms cover the usage of COPA for:

- Creation of user accounts
- Passing information to Cleveland OPCC (Office of the Police and Crime Commissioner) and Cleveland Police
- Associated online or electronic media.

The use of this app is subject to any rules or policies applied by the Apple or Play store provider located at: <https://play.google.com/store/apps> and <https://itunes.apple.com/gb/genre/ios/id36>

## Operating system requirements

The app is supported under the following minimum OS versions:

iOS 11+

Android 5+

## Agreed terms

### 1. Acknowledgements

#### 1.1

By using the COPA app, you certify that you have read and reviewed these Terms and that you agree to comply with them. If you do not want to be bound by these Terms, you are advised to leave the website accordingly. Cleveland OPCC only grants use and access of this mobile app, its products, and its services to those who have accepted these Terms.

#### 1.2

We may change these Terms at any time, notifying you of a change when you next start the app.

### **1.3**

From time to time, updates to COPA may be issued through the Appstore. If updates are not installed, when released, this may affect the functioning of the app.

### **1.4**

You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned by you, to download a copy of the app onto the devices. You may be charged by the device service provider for app internet data usage on the device. It is your responsibility to check with your mobile or internet service provider for details of data and internet usage charges. You accept responsibility for the use of the app or any services you connect to via the app (Services) on or in relation to any device you have downloaded the app to.

### **1.5**

The terms of our privacy policy are available at [Privacy Notice - Cleveland Police and Crime Commissioner \(pcc.police.uk\)](https://www.pcc.police.uk/privacy-notice)

We strongly advise you to read our privacy policy regarding our user data collection and how that data may be used. It will help you better understand our practices.

### **1.6**

By using COPA, you consent to us collecting and using technical information about the devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide the services to you. The information collected for this purpose will not include any personal information.

### **1.7**

The app or any Services may contain links to other independent third-party websites. Third-party sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.

## **2. Grant and scope of licence**

### **2.1**

In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the app on the devices, subject to these Terms, the Privacy Policy and any applicable Google Play or Apple App Store Terms.

## 2.2

You may:

**(a)** download the app onto an Apple or Android device, in line with the operating system requirements set out at the beginning of these Terms and view, use and display the app on the devices for your personal purposes only; and

**(b)** use the electronic documentation related to the app (Documents) for your personal purposes only.

## 3. Licence restrictions

Except as expressly set out in these Terms or as permitted by any local law, you agree:

**(a)** not to copy the app or Documents except where such copying is incidental to normal use of the app, or where it is necessary for the purpose of back-up or operational security

**(b)** not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the app or Documents;

**(c)** not to make alterations to, or modifications of, the whole or any part of the app, or permit the app or any part of it to be combined with, or become incorporated in, any other programs;

**(d)** not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the app or attempt to do any such thing except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the app with another software program, and provided that the information obtained by you during such activities:

- **(i)** is used only for the purpose of achieving inter-operability of the app with another software program;
- **(ii)** is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- **(iii)** is not used to create any software that is substantially similar to the app;
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## 4. Acceptable use restrictions

You must:

**(a)** not use the app or any Services in any unlawful manner, for any unlawful purpose or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the app, any Services or any operating system;

**(b)** not infringe our intellectual property rights or those of any third party in relation to your use of the app or any Services;

**(c)** not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the app or any Services;

**(d)** not use the app or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

**(e)** not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services; together referred to as Acceptable Use Restrictions.

## **5. Intellectual property rights**

### **5.1**

You agree that the app, the Documentation, and the Services, including but not limited to content, graphics, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by us and/or Third-Party Providers, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with these Terms. No portion of the app, the Services, or the Documentation may be reproduced in any form or by any means, except as expressly permitted by these Terms. You agree not to modify, rent, loan, sell or distribute the Services or any related content in any manner, and you shall not exploit the Services in any manner not expressly authorised.

## **6. Limitation of liability**

### **6.1**

You acknowledge that the app has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the app as described in the Documents meet your requirements.

### **6.2**

Although we make reasonable efforts to update the information in the app, we make no representations, warranties or guarantees, whether express or implied that the content of the app is accurate, complete or up to date. In particular, we accept no responsibility for any technical failure of the internet and/or the App; or any damage or injury to you or your equipment as a result of or relating to your use of the App, the Services and the Documents. Your statutory rights are not affected.

### **6.3**

We are not responsible for any data usage, roaming or other charges you incur when accessing the internet through your mobile or other device.

### **6.3**

The content in the app is provided for general information only. You acknowledge that the content may be updated, altered or removed, from time to time, at any time, without notice to you

### **6.5**

Nothing in these Terms shall attempt to limit or exclude the liability for: (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) breach of section 2 of the Consumer Protection Act 1987; or (e) the deliberate default or wilful misconduct of us, our employees, agents or subcontractors.

### **6.6**

We do not represent or guarantee that the App or the Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release us from any liability related thereto to the fullest extent permitted by law.

### **6.7**

We only supply the app and Documents for domestic and private use. You agree not to use the app and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **7. App Specific clauses**

### **7.1**

The app must not be used in an emergency situation; anyone in immediate danger or in a situation that is escalating must use the 999 emergency number to contact the Police.

## **7.2**

The app must not be used to report a crime, other than going through the “Report A Crime” button on the main dashboard. The information that comes in through the app is reviewed by an admin team not directly by Cleveland Police. If the information needs to be reviewed by Cleveland Police, it will be shared with them in accordance with the privacy policy.

## **7.3**

Individuals should not put themselves in danger in capturing video or photographs to send through the app; users must always prioritise their own safety in using the app.

## **7.4**

In order to use COPA, you must register your name and mobile number on the app to create an account. You must be aged 13 years or older to create an account on the app. You will be asked to confirm that you are over 13 in order to use the app.

## **7.5**

COPA has been developed to provide Services for the people of Cleveland; all the Services and the links are specific to the Cleveland area. To make this clear, users are requested to enter their postcode when setting up an account to ensure they live within the target area.

## **7.6**

Malicious or inappropriate use of this app may result in the user account being barred from accessing COPA. In these circumstances the user will be notified that they have been barred from the app with reasons given.

# **8. General**

## **8.1**

We are not responsible for events outside our control. If our provision of the Services or support for the app or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

## **8.2**

If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **8.3**

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof.

## **8.4**

Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## **8.5**

These Terms are governed by English law and you can bring legal proceedings in respect of the app in the English courts.