# Terms and Conditions of Use – ME-WE young carers' mobile application 2022-01-24

By accessing or using the ME-WE young carers' mobile application (the Service), provided by the research group Carers, Care and Caring (Swedish Family Care Competence Centre) at Linnaeus University (LNU), you agree to these Terms and Conditions of Use (Terms) and our Privacy Policy. As the Service offers help and support directly to children and young people, consent from a parent/guardian is not required to download the Service or create an account. Here you can read more about how the Service helps and supports young carers.

The Service can be used separately but also as a part of the ME-WE support group model, which is developed based on the DNA-V model created by Louise Hayes and colleagues. For more information about the ME-WE model, please visit the ME-WE website. The Service and the ME-WE support group model have been developed by a consortium consisting of LNU and Swedish Family Care Competence Centre (Sweden), Kalaidos University of Applied Sciences (Switzerland), Vilans and Netherlands Institute for Social Research (Netherlands), National Institute of Health and Science on Ageing and Anziani e Non Solo (Italy), University of Ljubljana (Slovenia), Carers Trust and University of Sussex (UK), and Eurocarers (Belgium).

These Terms have been established in Swedish. All other language versions of the Terms only constitute translations of the Swedish version. If the content of different language versions would be considered to be in conflict with each other, the Swedish version takes precedence.

#### 1. General information

The Service is a mobile application for young carers (YCs) and professionals working with YCs. The aim of the Service is to deliver support to YCs online, by means of educational resources and professional and peer support.

By downloading the Service, you get access to:

- Gathered information on illnesses, YCs' rights, help and support, peer tips, and what to do in emergencies
- News linked to YCs
- Stories of other YCs

It is also possible to create an account, which gives you access to:

- A diary where you can write down your thoughts and upload pictures
- Material used during ME-WE group sessions\*

\*If you participate in a ME-WE group in Sweden, Switzerland or Italy you have the opportunity to access additional material used during the group sessions and a chat where you can write to other YCs and group leaders who are part of ME-WE groups. If you want to access these additional functions, you need to contact the group leader in your country, who in return needs to contact the ME-WE administrator in your country.

Please note that the Service by no means should be considered as a psychological or health treatment, or an alternative to that. If you are experiencing some symptoms (e.g. anxiety, feelings of isolation, depression) you should seek support from a general practitioner, nurse, social worker, psychologist or other professional.

#### 2. Your account and use of the Service

You may choose to use the Service anonymously by not registering a user account. However, if you wish to access all functionalities of the Service, you need to create a user account. When registering an account, you will be asked to enter your email address and alias and create a password. You confirm that the information you enter is accurate and up to date and that you consent to LNU handling that personal data for the purpose of handling your account. Name and other personal information are not recorded. When you sign in to the Service, only your alias will be visible to other users. More information about our processing of personal data can be found in our Privacy Policy.

Your user account is personal and you are responsible for ensuring that no one else can use your user account. You are responsible for all use of the Service made through your user account.

#### 3. Availability

LNU constantly develops the Service and may, entirely or partially, update, alter or temporarily or permanently cease providing the Service or any part thereof. We may need to perform work that affects the Service, and the Service may from time to time be entirely or partially inaccessible or not function satisfactorily due to planned or unplanned maintenance, operational disturbance, or other circumstances.

LNU retains the right to suspend your account and deregister you from the Service with immediate effect if you misuse the Service, cause damage or inconvenience to the use of the Service or us, or if you otherwise violate these Terms. You are not entitled to re-register or register a new account without special permission from LNU if your account has been suspended in accordance with these Terms.

#### 4. Fees and payment

The Service is free of charge to use.

## 5. Your responsibility

You are responsible for ensuring that your account is used in accordance with these Terms, and at any time applicable law. If you publish information in the Service, you are solely responsible for the content of such information. You may not use the Service for any purpose other than that for which we make the Service available.

If you have violated these Terms or used the Service in an unlawful or otherwise unauthorized manner, you are liable to compensate and hold LNU harmless for any damage caused to LNU through such action or omission.

## 6. Our responsibility

We strive to provide the Service continuously and with stability. However, the Service is provided "as is" and without any guarantees of any kind, explicit or inferred. For example, LNU does not guarantee that the Service is provided without interruption or faults, nor the Service's sufficiency or fitness for any particular purpose. We retain the right to update, revise, or temporarily or permanently cease providing the Service. We are not responsible for the content of websites linked to or from the Service. If you have problems with or are dissatisfied with the Service, you can contact LNU (please see contact details below) and/or stop using the Service.

#### 7. Termination of Terms/account cancellation

These Terms apply to you as the holder of a user account. If you no longer wish to be bound by the Terms, you are free to deregister your account by contacting LNU (please see contact details below) and request that we delete your account, including all provided and stored information about you except for such information that we are legally obliged to save.

#### 8. Intellectual property rights

Ownership, copyright, and all other rights to the Service, as well as all content used and/or provided by the research group Carers, Care and Caring (Swedish Family Care Competence Centre) at LNU in the Service (except User Content), is the sole and exclusive property of LNU with the exception of intellectual property licensed to LNU for the purpose of providing the Service. Messages that are sent in the Service's chat, as well as text and other material that you upload in the diary and under Me-We Training, will remain your intellectual property.

Any copying, modification, transfer, and/or other use of LNU's materials not expressly permitted by these Terms or our instructions from time to time, is prohibited. You confirm and agree that unauthorized use of our intellectual property rights may, in addition to violating the Terms, be criminal.

#### 9. Processing of your personal data

LNU is responsible for the processing of the personal data you provide in your user account. Our Privacy Policy provides information on how we process your personal data and how we protect your privacy when you use the Service. By using the Service you agree to these Terms and specifically consent to LNU handling your personal data as stated in our Privacy Policy for the purpose of providing the Service. You can find the Privacy Policy for processing personal data <a href="https://example.com/here-example.com/h

## 10. Dispute

The Service is provided under Swedish law which applies to these Terms without regard to its conflict of laws provisions. In case of a dispute arising in connection with these Terms or as a consequence thereof, which cannot be resolved through negotiations between the Parties, shall be resolved by a public court with Kalmar district court as the court of first instance.

## 11. Changes to these Terms

LNU may, at its own discretion, amend these Terms without your prior notice. LNU will strive to reasonably inform all users of any amendments to these Terms. However, non-notification of amendments shall not affect the applicability of such amendments. The applicable Terms, including any amendments, shall be available in the Service itself. Your continued use of the Service constitutes approval of any amendments made to these Terms.

## 12. Contact

If you have any questions or comments regarding these Terms, please feel free to contact LNU at <a href="me-we@lnu.se">me-we@lnu.se</a> or Linnaeus University's personal data ombudsman at +46 0470 70 85 03 or <a href="mailto:dataskyddsombud@lnu.se">dataskyddsombud@lnu.se</a>