

SCEPI Mobile Application

Privacy Policy & Terms of Service (EUC)

PART A – PRIVACY NOTICE

1. Introduction

This Privacy Notice applies to the SCEPI (Smartphone-based Collection of Epidemiological Information) mobile application ("App"), operated by European University Cyprus (EUC).

The App enables participation in scientific research studies conducted by EUC researchers.

2. Data Controller

European University Cyprus (EUC) is the Data Controller for the processing of personal data within the App.

Contact:

European University Cyprus

Data Protection Officer (DPO): dpo@euc.ac.cy

3. What Data We Collect

The App is designed according to the principle of data minimisation.

Account Data

- Email address (used solely for account identification and authentication via one-time password)
- Login and activity timestamps

Research Data

- Questionnaire responses submitted by the participant
- Health or other special category data where required by a specific study
- Any data voluntarily entered by the participant (including free text or uploads where applicable)

Important Clarifications

- The App does **not** collect names, date of birth, or sex at registration
- No phone number is collected

- Email addresses are **never disclosed to researchers**
- Researchers only access pseudonymised data identified via a participant ID

4. Purpose of Processing

Personal data are processed solely for:

- Scientific and medical research purposes
- Management of participant accounts
- Operation, security, and integrity of the App

No data are used for marketing, advertising, or profiling.

5. Legal Basis

Processing is based on:

- Article 6(1)(a) GDPR – Consent
- Article 6(1)(e) GDPR – Task in the public interest (research)
- Article 9(2)(j) GDPR – Scientific research (for health data)

Participation in each study requires separate informed consent.

6. How the App Works

- Users access a study via a QR code or link
- Users create an account using only their email
- Study-specific information and consent are presented before participation
- Users submit data via questionnaires (one-off or longitudinal)

7. Data Subject Rights

The App is designed to give users **direct and immediate control over their data**.

Users can at any time:

- View all submitted data
- Correct or update entries (Article 16 GDPR)
- Delete entries
- Withdraw from a study
- Request deletion of their data (Article 17 GDPR)

These actions are performed directly within the App without needing to contact EUC.

Data Access (Article 15)

All data are continuously accessible within the App.

Data Portability (Article 20)

Users can export all their data using a dedicated feature, provided in a structured, commonly used, and machine-readable format (ZIP file containing CSV files).

Restriction and Objection

Users may stop participation at any time by withdrawing from a study.

8. Data Sharing

- Researchers access only **pseudonymised data**
- No personal identifiers (such as email) are shared with researchers
- Technical service providers (processors) act only under EUC instructions

9. Data Retention

- Retention periods are defined per study and communicated before participation
- Data may be retained long-term for longitudinal research
- Users may request deletion at any time

Upon study closure:

- Data are deleted or anonymised within the platform
- Data exported by researchers fall under their independent responsibility

10. Security Measures

EUC implements appropriate technical and organisational measures, including:

- Encryption of data
- Access control and authentication mechanisms
- Pseudonymisation
- Secure cloud hosting within the EU (Azure)
- Backup and recovery procedures (rolling daily backups retained for 30 days)

11. International Transfers

Personal data are stored within the EU/EEA. No transfers outside the EU are intended unless appropriate safeguards are in place.

PART B – TERMS OF SERVICE

12. Use of the App

By using the App, users agree to:

- Provide accurate information
- Use the App only for legitimate participation in research
- Not attempt to interfere with system security or integrity

13. Research Responsibility

Each study is conducted under the responsibility of EUC researchers, who define:

- Study purpose
- Data collected
- Retention periods

Study-specific details are provided through informed consent documentation.

14. Service Availability

The App is provided for research purposes and may be subject to interruptions, updates, or technical issues. European University Cyprus does not guarantee uninterrupted or error-free operation.

15. Limitation of Liability

To the extent permitted by applicable law, European University Cyprus shall not be liable for any indirect or consequential damages arising from the use of the App.

16. Suspension and Termination

European University Cyprus reserves the right to suspend or restrict access to the App in cases of misuse, breach of these terms, or security concerns.

Users may:

- Delete their account at any time
- Withdraw consent and participation in studies

Deletion results in removal of data from the platform in accordance with study protocols.

17. Updates to this Policy

European University Cyprus may update this Privacy Policy and Terms of Service. Users will be informed through the App where required.

18. Acceptance

By creating an account and using the App, users confirm that they:

- Have read and understood this Privacy Policy and Terms of Service
- Consent to the processing of their personal data as described
- Will review study-specific consent information before participation