Learn to Quit Terms and Conditions of Use

1. Acceptance of Terms. These Terms and Conditions of Use, as updated from time to time by us, apply to this mobile device application (“app”) which is the result of work conducted at Duke University and the University of Washington. You should carefully read these Terms and Conditions of Use before using the app, may be known as the “technology”. This is a legally binding agreement. If you do not agree with these Terms and Conditions of Use, you are not authorized to use this app.

2. Access to Password-Protected Areas. Access to certain portions of this app (“Password-Protected Areas”) may require login and password information. You must have this information in order to access these areas.

3. Privacy Statement. The use of your personally identifying and non-personal information will be governed by the Privacy Statement. Your use of this technology indicates that you have read and agree to the Privacy Statement.

4. Prohibited Behavior. You are responsible for your behavior in your use of this app and for respecting our and third parties’ (person or entity) rights in connection with the app and its content.

   - You may not use this app for any purpose or in any manner that violates any local, state, or federal law or regulation or the law or regulation of any foreign government.
   - You may not violate our or third parties’ rights via downloading, emailing, transmitting, or otherwise using the app.
   - You may not use this app to post or send any infringing, threatening, defamatory, libelous, obscene, or pornographic material.
   - You may not use or exploit any portion of this app to distribute commercial messages, “spam,” or other unsolicited communications.
   - You may not directly or indirectly, intentionally disrupt or interfere with this app in any manner that may materially adversely affect us or any third party.
   - You may not bypass any measures we may use to prevent or restrict access to this app.

5. Disclaimer of Warranties. The use of this app is solely at your own risk. This technology is provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind with respect to this technology whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement. We expressly disclaim any responsibility for the actions of any other user of this technology. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. We make no warranty that this app will meet your requirements, or will be uninterrupted, timely, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the app will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the technology is to cease to use this technology. You may have other rights which may vary from state to state.

Updated December 3, 2020
6. Exclusions and Limitation of Liability. You expressly understand and Agree that we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other losses (even if advised of the possibility of such damages) resulting from any matter related to your use of this technology.

7. Intellectual Property. This app and its contents are owned by Duke University and the University of Washington or third parties and are protected by law, including but not limited to copyright and trademark law. Certain content, such as copyrighted materials and trademarks, are used by permission of third parties. Except as allowed by law (such as fair use) or as expressly permitted in connection with specific content, this app and its contents may not be reproduced, modified, distributed, displayed, performed, or used in any way without the prior written permission of Duke University.

8. Reporting Copyright Violations. Pursuant to the Digital Millennium Copyright Act (“DMCA”) of 1998, 17 U.S.C. 512(c)(2), University of Washington has a DMCA Registered Agent for notice of alleged DMCA copyright infringement. You may contact University of Washington DMCA Registered Agent at email address uwdmca@u.washington.edu. For more information, please visit the University of Washington DMCA website. To file a notice of infringement with University, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the United States Copyright Office website, located at http://www.copyright.gov.

9. Links. This app may include links to other websites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by Duke University of the University of Washington with respect to the linked site or its provider. We make no representations or warranties with respect to any linked website. Your use of any linked website is solely at your own risk.

10. Jurisdiction and Venue. This Agreement and the relationship between you and Duke University and University of Washington will be governed by the laws of the State of North Carolina, without respect to its conflict of law provisions. You agree that venue with respect to any dispute between you Duke University and University of Washington will rest exclusively in the state or federal courts located in King County, Washington.

11. Changes. From time to time, we may change this app and/or the Terms and Conditions of Use. If a change to these Terms and Conditions of Use is made, we will post the revised Terms and Conditions of Use on the app. We reserve the right to add to or change this app or cease offering this app at any time and without liability. We reserve the right to refuse to offer access to this app and/or its content to anyone at any time without notice.

12. Miscellaneous. These Terms and Conditions of Use constitute the entire agreement between you and Duke University and the University of Washington relating to this app. There is no agency, partnership or joint venture relationship between any user and Duke University and/or the University of Washington arising solely through the use of this app. These Terms and Conditions of Use are binding upon your successors, assigns, heirs and executors. If any
provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. The failure of us to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the app or these Terms and Conditions of Use must be filed within one year after such claim or cause of action arose. The section titles of these app Terms and Conditions of Use are merely for convenience and will not have any effect on the substantive meaning of this agreement.

13. Your Responsibility. Technology is a valuable tool for Duke University and the University of Washington’s education, research, patient care, or service areas. Duke University and the University of Washington encourages you to be mindful of the intent and purpose of its apps and be responsible for safeguarding your personally identifiable information.

14. Termination. We may block, suspend, or terminate your use of the app at any time for any reason. Reasons we might do so include, but are not limited to, the following: (a) your breach of this agreement; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions could cause financial loss or legal liability to us or other users of this app; (d) routine network maintenance affecting all users; or (e) your use of this app or service in a manner that violates the law or Duke University and University of Washington policies.

15. Contact Information. If you have questions about these Terms and Conditions of Use, you should contact us at vilardaga-lab@duke.edu.
Privacy Policy

1. Acceptance of Terms. Welcome to our mobile application (“app”), which is currently managed by Duke University. Use of our products, services, and/or content are voluntary. By using them, you consent to the collection and use of your personally identifiable information (“PII”) and non-personal information as described in this Privacy Statement. This Privacy Statement only governs the use and disclosure of information collected through this app.

2. Non-Personal Information Duke University Collects From You. We may collect data anytime you are in contact with us or our affiliates. This information (“non-personal information”) does not identify you personally. Duke University uses this non-personal information to monitor the effectiveness of our products and services, and to consider potential improvements to them. Some examples include, but are not limited to, things such as:

- The Internet Protocol (IP) address and name of the Internet domain you used to access the Internet;
- The IP address of the website from which you linked directly to a Duke University website;
- The date and time you accessed our network, including an app or website of ours;
- The pages you visited; and
- The web browser and operating system you used to access a Duke University website.

3. Personally Identifiable Information We Might Collect From You. We may request that you voluntarily provide certain personally identifiable information (“PII”) to use our products and/or services (as defined in our Terms and Conditions of Use). We do not collect any PII about you when you use this app unless you give us that information. You may choose not to provide PII via our mobile app.

As we determine appropriate, and according to Duke University Records Retention Guidelines (https://library.duke.edu/rubenstein/uarchives/transfer/records-management/retention-guidelines/) will maintain or destroy PII you voluntarily provide.

4. Use of Your Personally Identifiable Information. Unless there are restrictions on use of your PII or unless Duke University tells you otherwise, we (or third parties engaged by us) may use your PII to:

- Administer your participation with our products, services, and/or content;
- Communicate information we think may be of interest to you;
- Fulfill your requests for services or materials;
- Contact you;
- Conduct research or surveys;
- Respond to subpoenas, court orders or legal process; and
- Establish or exercise our, and/or our affiliate’s legal rights or defend against legal claims.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

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5. **Sharing Your Information.** Through display, we may disclose your PII to other authorized users of our network. We may use third party service providers and suppliers to facilitate this app and the services we provide, and they may have access to PII. Authorized users are Duke employees, or third parties who have been granted access and have a need to know the information collected in order to fulfill our mission. We may disclose PII to other affiliated institutions and/or if we are required to do so by law.

6. **Use of Firebase.** We may transfer “events” from the app to a database to collect non-personal information about your use of our app. Events are information about changes that take place in your app, such as accessing certain modules, sending notifications, or the time and date when those changes happened.

   We may use information from events for purposes such as assessing the technical function of this app. We may also use events to track information about which features you use within this app to help us gauge the effectiveness of this app and its content.

7. **Linked Sites.** We may provide links on this website to other sites of interest. Your use of such linked websites is subject to the privacy statements of the providers of those websites. We encourage you to be aware when you leave this website and/or app and to read the privacy statements of each website/app you visit.

8. **Security Measures.** We work hard to protect the security of the information that you provide to us. While we strive to protect your information through measures that protect our systems, such security cannot be guaranteed. Consequently, we do not insure or warrant the security of information you transmit, and you do so at your own risk.

9. **Reviewing Information.** You may contact us via one of the contact methods described in the “Terms and Conditions of Use” if you wish to discuss any issues regarding your PII.

10. **Changes.** We may change this Privacy Statement from time to time. If we do make a change, we will post the revised Privacy Statement on the app. We encourage you to review this Privacy Statement periodically.

    Questions, comments or complaints about the Privacy Statement should be submitted to us via the methods described in the [Terms and Conditions of Use](#).

    If enrolled in a research study, further details about our privacy and data security practices may be found in the study consent form that you signed to participate in the study.