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D20 – MyGuardian Service Provision

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Glossary

Acronym	Meaning
APK	Android Application Package
SDK	Software Development Kit

References

- [1] <http://developer.android.com/distribute/monetize/index.html>
- [2] https://play.google.com/intl/en_us/about/play-terms.html
- [3] <https://github.com/ACRA/acralyzer/wiki>

1. Introduction

The D20 – Service Provision deliverable describes the overall integration of developed services, as well as the “ways of working” for the service of MyGuardian. It will first indicate the prerequisites for the usage of MyGuardian services, second describes the different ways to release the application to its users and finally introduce the services implemented to help the user understand the application and use it efficiently and effectively.

2. Prerequisites

2.1. Mobile Applications

In order to install and use the MyGuardian mobile applications, the users must have a device with Android OS. The minimum supported version is Android 4.0 (SDK 14). In addition, the device must contain a GPS sensor, in order to access the user location in case of emergency.

Today, mostly all smartphones with Android OS have a GPS sensor and on January 5, 2015 the part of Android smartphones with a version equal or greater than 4.0 is 91.8% (from <https://developer.android.com/about/dashboards/index.html>).

Beside, these hardware and software considerations, the system requires a mobile Internet, i.e., data connection on the device for:

- Accessing the senior circle and caregiver profiles (caregiver mobile application),
- Sending the updated location to the server from the senior mobile application,
- Receiving alarms, notifications and messages from MyGuardian server in real-time on the mobile applications (senior and caregiver applications),
- Accessing the last known location and the living areas of the senior from the caregiver mobile application.

The mobile Internet connectivity can be occasional (e.g., when a user (senior or caregiver) is in coverage of home WiFi network or he/she enables his data connection on a device manually). In this case the MyGuardian updates will be provided to the user occasionally, and possibly in a bulked form. The mobile Internet connectivity can be it can also be configured as a continuous; ‘always-on’ enabled connectivity (i.e., 24/7, whenever the user is). As MyGuardian system as been designed with the goal of increasing the mobility of seniors with mild cognitive impairments, we recommend a continuous, ‘always-on’ enabled mobile Internet, i.e., data connection on the device of senior as well as all his/her caregivers in order to take advantage of all the real-time functionalities of MyGuardian and assure maximum security of the senior and communication to all the caregivers.

2.2. *Web Application*

To use the web-based MyGuardian application, the user must have a computer with Internet connection and one of the following browsers installed (with JavaScript enabled):

- Mozilla Firefox 3 or later version,
- Internet Explorer 8 or later version,
- Safari 4 or later version,
- Opera 10 or later version
- Google Chrome 13 or later version

For receiving email notifications and registration purposes the user needs to have an active email account.

3. Publishing the Application

3.1. *Mobile Applications*

Basically, there are two ways to publish an Android OS app: distribute the .apk file (Android application package file) directly to users using for example a download link in our website, or use an application store like Google Play Store or Amazon Appstore. The service provision methods will depend also on the business strategy approach and the users involved.

The following sub-sections will describe the pros and cons of each method from the technical point of view.

3.1.1. *Distribute the APK directly from the website*

Android system allows the user to install “unknown sources” applications. The user can download the application (.apk file) from anywhere other than the Google Play Store and install it on his device.

This method has the following advantages and disadvantages:

- + No publishing condition for the app. Google validation mechanism does not apply (Google cannot refuse or delete the application for any reason).
- + Update a new version of the application on the server and forward it to our users without delay. (Note: Yet no auto-update mechanism has been implemented in MyGuardian mobile applications)
- + No particular cost for publishing the app (other than the cost of hosting and maintaining the web-application).
- We don't have any built-in tools to get feedback of the user or statistics about the app usage, crashes or feedbacks (For the testing state, an automatic bug report system named Acralyzer [3] as been integrated in both mobile applications)

- The update system of the application has to be developed and maintained.
- We have to manage our own payment system if we want to monetize the application.
- The visibility of the application is limited to the visibility of the website.

3.1.2. Distribute the APK using an Application Store

Using a store (Google Play Store, Amazon Appstore or similar) is the most common way to distribute an android application. This distribution method brings its own advantages and disadvantages:

- + High availability of the app for the user. Google servers host the installation file.
- + Higher visibility of the application. The Play Store provides a search engine and indexes the description and keywords of the application.
- + Integrated update system. The Play Store provides an update module that takes care of notifying the user about the availability of a new version, downloading the app and installing it.
- + Flexible monetization option [1]. The Play Store gives a choice of billing models to help us monetize our application (free or priced download, in-app subscription), adapt the price by country and get detailed financial reporting.
- + User rating and comments. Users can rate the application on the Play Store and add comments. These advices can help us to find bugs, fix them and improve the user experience of the application.
- + Developer console. The developer console provide a lot of tools to manage the different versions of an application, have report about the number of downloads, active installs, errors occurred and report associated.
- Publishing condition. We are dependent of the Google Play Store term of services [2]. The application must be validate by Google before being published and Google can refuse or delete the application at any time of any reason.
- Registration Fee and commission. For publishing an app on the Play Store, we need a dedicated Google account and to pay the Registration Fee (one time registration as a Google Developer, cost in a range of about 25 USD). Then for each sale, there is a transaction fee equivalent to 30% of the application price.

The choice of the publishing method will depend on the selected business plan and the phase of the project. For the development and test phases, the direct distribution of the .apk has been chosen because it is more convenient and easy to set up for both development team and test users.

3.2. *Web Application*

The web application is published to a webserver and can be reached by a web browser. The application is translated to different languages so it is accessible for the people in MyGuardian's target countries.

With an application such as MyGuardian, it is important to keep the data protection legislation in mind. Currently the European Union is working on a pan European Data Protection Law (from http://europa.eu/rapid/press-release_MEMO-15-3802_en.htm). So in the future the MyGuardian application can be served from one location for the entire European market. Upon product launch the MyGuardian application has to obey the current state of affairs and will most probably have a set up for each individual country.

4. Help and Support

4.1. *User manuals and User Support*

During the development and test period researchers and technical staff are readily available for questions and support. They work in close collaboration with the end users and can detect problems quickly and handle accordingly. User manuals for both mobile applications as well as for the web application are available. They describe all the functionalities and interactions in MyGuardian applications. The manuals are provided to the end users when they start using the service.

During the release of a MyGuardian product for actual use the help and support need to be at a high yet commercially viable level. Particularly, in order to make the user support as ubiquitous and user-friendly as possible, we intend to disseminate training and reference information across 3 main tools:

1. Training Manual for formal care giver organizations.
2. Quick start guides for Informal care givers.
3. Information sheet (including a consent form, if required), light in words, heavy on illustrations for the MCI users

An "on-line", more detailed, up to date, dynamic support material will back up all printed matter. Overall, a lot of help can be automated. In this case one can think of automated tours through the system upon first use (see for example: [<http://bootstraptour.com/>]). A web page with frequently asked questions will be available and frequently updated, such that the users can learn how to work with MyGuardian.

We may also provide training and user guides to organization in charge of user support for each customer base and provision channel.

4.2. *Recommended Configuration (Senior Mobile Application)*

Some basic settings are recommended in order to have a more comfortable experience of MyGuardian:

- Use a calm ringtone (e.g., 'Themos' in the built-in list)
- Use the slide method to unlock the phone. Not locking the screen may be problematic due to a probability of occurrence of automatic calls or other unwanted actions related to an unintended touches (e.g., in a bag): 'slide only' unlock method is easy to understand

and to perform.

- Define the font size as “Huge”
- Use a simple, neutral wallpaper
- Remove all unnecessary screens and icons as well as the default Google search bar.
- You can install and configure a custom launcher on the phone (like “Apex Launcher”) to customize and simplify the default UI.

You can find a complete configuration guide for Apex Launcher and all the steps to simplify the Senior Mobile phone in the appendix of the Final User tests Protocol.

Appendix I. Terms and Conditions (VIGS)

Vigisense intends to distribute the solution via third parties, under a B2B model. Vigisense will not be the party in the final agreement with the user. As such, the Terms and conditions leveraged in the relationship by Vigisense will be standard B2B practices, only slightly different from the document currently used every day with hospitals, care homes and indirect sales channels. Vigisense having already established a presence in several countries, the same Term and Conditions form will be suitable across several markets.

	<h3>TERMS & CONDITIONS</h3>
<p>1. Definitions</p> <p>Application Form the application form contained in the Service User's Information Pack.</p> <p>Company Vigisense SA.</p> <p>Contract the contract for the provision of the Service to the Customer.</p> <p>Customer the party referred to as the customer on the order form.</p> <p>Intellectual Property Rights all patents, patent applications, utility models, know-how, trade marks, service marks, trade and service mark applications, trade names, domain names, registered designs, design rights, copyrights or other similar industrial, intellectual or commercial right subsisting anywhere in the world pertaining to the business of the Company, the Services, the Monitoring Tag and the MyAmego software.</p> <p>Personal Data the Service User's personal data as defined by Laws and Regulations in the Company's and the Customer's territory.</p> <p>Service Provider's Guide guidance provided by the Company to the Customer setting out how the Services and the Monitoring Tag should be used.</p> <p>Service User a resident at one of the Customer's respective places of operation who uses the Monitoring Tag and the Services.</p> <p>Service User's Information Pack information provided by the Company to the Service User in respect of the Service.</p> <p>Service the monitoring service provided by the Company to the Customer as set out in the Service Provider's Guide, which may include the preparation of reports on the Service User.</p> <p>Terms these terms and conditions.</p> <p>Territory Switzerland.</p> <p>2. Application of Terms</p> <p>2.1 These Terms will:</p> <p>2.1.1 apply to and be incorporated into the Contract; and</p> <p>2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a specification, or implied by law, trade custom, practice or course of dealing.</p> <p>2.2 The Customer's purchase order constitutes an offer by the Customer to purchase the Services specified in it on these Terms. No offer placed by the Customer will be accepted by the Company or the Company's Agent other than:</p> <p>2.2.1 by a written acknowledgement issued and executed by the Company or the Company's Agent; or</p> <p>2.2.2 (if earlier) by the Company starting to provide the Services.</p> <p>when a contract for the supply and purchase of those Services on these Terms will be established.</p> <p>3. Service</p> <p>3.1 The Company will:</p> <p>3.1.1 provide the Service to the Customer in accordance with these Terms;</p> <p>3.1.2 use its reasonable endeavours to ensure that the Service is available on a 24 hours basis; and</p> <p>3.1.3 use its reasonable endeavours to accurately and in a timely manner record, monitor and report on the movements of the Service User in question.</p> <p>3.2 The Customer acknowledges that the Company will supply and install the equipment at the Customer's premises which are necessary for the Company to perform its obligations under these Terms.</p> <p>3.3 The Company will provide support and maintenance of the Service to the Customer in accordance with the Company's Contract entered into between the Customer and the Company.</p> <p>4. Pricing and Payment</p> <p>4.1 The price payable by the Customer for the Service shall be that agreed between the Customer and the Company on the order form. This Contract shall apply to any orders placed by the Customer whether in writing or orally which order shall become binding if accepted by the Company.</p> <p>4.2 Unless otherwise agreed between the parties, invoices shall be raised and dated by the Company on the date of supply and installation of the Services or on commencement of the Service. The Customer shall pay each invoice in full, together with any VAT at the appropriate rate and other expenses, to the Company by monthly direct debit, within 10 (ten) days of the date of the invoice ("due date"). The time of payment shall be of essence.</p>	<p>4.3 If the Customer fails to pay any monies by the due date or does not comply with an obligation imposed upon the Customer, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to withhold the supply of the Service to be provided to the Customer by or on behalf of the Company until such payment is made.</p> <p>4.4 The Company reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the due date and such interest may be charged from the date such payment falls due at the rate of four per cent (4%) per annum above Libor from time to time subsisting such interest to accrue on a daily basis until receipt of the full amount by the Company.</p> <p>4.5 The Company shall be entitled to increase the price payable by the Customer for the Service, at any time after 12 months from the date of commencement of the Services.</p> <p>4.6 The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any monies owed by the Company and shall pay all amounts due without making a deduction of any kind.</p> <p>5. Customer's obligations</p> <p>5.1 The Customer agrees to:</p> <p>5.1.1 act in accordance with the Service Provider's Guide, the My Amego manual and any other guidance issued by the Company to the Customer relating to the use of the Service;</p> <p>5.1.2 ensure the Service User completes the Application Form prior to the Service User receiving the Service; and</p> <p>5.1.3 pay all sums, fees and other charges due under the Contract by the due date, time of payment being of the essence;</p> <p>5.2 The Customer will not do anything or allow anyone else to do anything to infringe the Company's Intellectual Property Rights.</p> <p>5.3 The Customer will ensure that it complies with its obligations under the Laws and Regulations in the Customer's territory.</p> <p>6. Term and Termination</p> <p>6.1 The term of this Contract shall begin on the date of commencement of the Services or by the Customer's receipt of a written acknowledgement from the Company, whichever is earlier, and shall terminate in accordance with clause 6.2 or on ten (10) days' prior written notice given by the Company to the Customer.</p> <p>6.2 In the event of:</p> <p>6.2.1 any distress, execution or other legal process being levied upon any of the Customer's assets;</p> <p>6.2.2 the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;</p> <p>6.2.3 the Customer ceasing or threatening to cease to carry on business;</p> <p>6.2.4 any breach of these Terms by the Customer;</p> <p>6.2.5 non payment by the Customer of any monies due from it to the Company; or</p> <p>6.2.6 the Company reasonably apprehending that any of the events mentioned above is about to occur,</p> <p>the Company shall be entitled to terminate the Contract and suspend all or any provision of Service and deem that the whole of the price payable under the Contract or any other agreement shall be payable immediately. In the event of such cancellation the Company shall, for the avoidance of doubt, be entitled to recover as damages from the Customer all loss and damage of whatever kind, including consequential loss, which the Company may sustain with such cancellation.</p> <p>7. Intellectual property rights</p> <p>As between the Customer and the Company, all Intellectual Property Rights and all other rights in the Service will be owned by the Company. The Company licenses all such rights to the Customer on a non exclusive basis to such extent as is necessary to enable the Customer to make reasonable use of the Service in the Territory. If the Contract is terminated, this licence will automatically terminate.</p> <p>8. Data protection</p> <p>8.1 The Company and the Customer acknowledge that the Personal Data will be processed by and on behalf of the Company in connection with the Service.</p> <p>8.2 The Company agrees to:</p> <p>8.2.1 process the Personal Data in accordance with the Laws and Regulations in the Customer's territory;</p> <p>8.2.2 process the Personal Data solely for the purpose of the provision of the Services;</p> <p>8.2.3 not disclose the Personal Data to any third party without the Service User's consent unless compelled to do so by law; and</p> <p>8.2.4 not hold the Personal Data for any longer than is necessary to do so.</p> <p>8.3 Upon termination of the Contract the Company will return the Personal Data to the Customer.</p> <p>9. Limitation of liability</p> <p>9.1 This clause 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:</p> <p>9.1.1 any breach of the Contract;</p> <p>9.1.2 any use made by the Customer of the Service or any part of it; and</p> <p>9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.</p>
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TERMS & CONDITIONS

- 9.2 All warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these Terms limits or excludes the liability of the Company:
 - 9.3.1 for death or personal injury resulting from negligence; or
 - 9.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 9.4 Subject to clause 9.2 and clause 9.3
 - 9.4.1 The Company will not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for (i) loss of profits, (ii) loss of business, (iii) depletion of goodwill and/or similar losses, (iv) loss of anticipated savings, (v) loss of goods, (vi) loss of contract, (vii) loss of use, (viii) loss or corruption of data or information, (ix) any deterioration in the health of the Service User, and/or (x) any special, indirect, consequential or pecuniary loss, costs, damages, charges or expenses; and
 - 9.4.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract will be limited to the price paid for the Service in the 12 months prior to the claim arising.
- 10. Indemnity

The Customer agrees to indemnify and keep indemnified the Company and its employees, servants and agents from and against any and all liabilities, claims, demands, loss, costs, damages or expenses including legal fees resulting from, in connection with, or arising out of any claim asserted against the Company relating to or associated with:

 - 10.1 the Customer's use and/or any third party use of any information or results supplied by the Company in relation to the Service;
 - 10.2 use by the Customer and/or any third party of any product, process or system which may be based upon the results of the Service; or
 - 10.3 the Customer's failure to ensure that any device or equipment supplied by the Company as part of the Service is being used correctly by the Service User.
- 11. Variation

No variation of the Contract or these Terms will be valid unless it is in writing and signed by or on behalf of each of the parties.
- 12. Waiver
 - 12.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
 - 12.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 13. Severance
 - 13.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
 - 13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
 - 13.3 The parties agree, in the circumstances referred to in clause 13.1 and if clause 13.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Contract will be suspended while an attempt at such substitution is made.
- 14. Status of pre-contractual statements

Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether or party to these Terms or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 15. Assignment
 - 15.1 The Customer will not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - 15.2 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16. No partnership or agency

Nothing in the Contract is intended to, or will operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party will have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17. Rights of Third Parties

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assignees and is not intended to benefit, or be enforceable by, anyone else.
- 18. Governing law and jurisdiction
 - 18.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Switzerland.
 - 18.2 The parties hereto hereby agree that the courts of Switzerland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

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