



Well with GU Health Terms of Use

Dated February 2021

About us

nib holdings limited (ABN 51 125 633 856) and its related entities (“nib”, “we”, “us” or “our”) own and/or operate the Well with GU Health application (“app”) in partnership with WellteQ Australia Pty Ltd (ACN 624 539 500) (“WellteQ”).

By accessing and using the app, you agree to accept and comply with the terms and conditions set out below, and you consent to your personal information being collected, used and disclosed as described in our [Privacy Policy](#) and our [Privacy Collection Statement](#) (Terms).

Eligibility Only a ‘GU Health’ brand policy holder, their spouse and dependants who are aged 18 and over are eligible to register an account in the app.

We reserve the right to monitor your use of the app for compliance with these Terms.

Participation

To use the app, you will be asked to provide certain information. Some of this information will be used to generate your user account, which you will control via a username and password.

Once you have registered a Well with GU Health account, it is your responsibility to maintain the confidentiality and security of your password. We are not liable for any loss or damage, or breach of privacy, you suffer as a result of the misuse of your password by any third party.

You commit to keeping the information within your user account current and accurate. You are responsible for all activity generated out of this account, and should you suspect your account has been used or accessed in an unauthorised manner you agree to notify us immediately.

We do not guarantee that the app will be available to users at all times without disruption or fault.

Accuracy, currency and completeness

While nib has exercised due care in ensuring the accuracy of the general content on the app, nib does not warrant the quality, accuracy, currency or completeness of any general information made available on or through the app. Such information may change without notice and given its generic nature, any general information on the app may not apply to your specific circumstances.

nib will not be responsible for any loss or damage which you incur as a result of acting in reliance on such general information or material.

Health and medical information

The health and medical related information contained on the app is provided for general information purposes only and is not intended to be a substitute for professional advice, or for the care that patients receive from their healthcare professionals.

We encourage you to seek clearance from a medical professional prior to relying on any health information in the app if you have, or suspect you may have, any health risks.



nib does not accept any liability whatsoever for any injury, loss or damage arising out of or in connection with the use of or reliance on the health and/or medical related information provided on the app or any linked website.

No content in the app, including third party content or linked websites, guarantees weight loss or weight gain.

Third party content and linked websites

The app may contain information which is provided to nib by third parties, which does not necessarily reflect the views of nib. nib does not warrant the currency, accuracy or reliability of any information provided by a third party for display on the app.

The app may contain links to other websites. Those links are provided by nib for your convenience only, and may not remain current or be maintained. Website links on the app must not be construed as an endorsement, approval or recommendation by nib of the linked website or its content. nib is not responsible for the content or privacy practices associated with any linked websites.

We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party in the Well with GU Health app or any linked website or featured in any banner or other advertising.

Your use of the app

You must only use the app for lawful purposes and for the purposes explicitly stated on the app and in these Terms. You are responsible for ensuring that your use of the app does not infringe any third party's rights and that you comply with all relevant laws, standards and codes in relation to the app.

You acknowledge and understand we reserve the right to refer any suspected abusive, fraudulent or illegal activity to the appropriate law enforcement authorities.

You agree not to access or attempt to access any part of the Well with GU Health app by any means other than through the interface we have provided. Nor will you engage in any activity that interferes with or disrupts in any manner, the app, be that privacy, security or any other form of performance or functionality.

Should we suspect you have breached these Terms or any of our other associated terms we reserve the right to terminate your account or restrict your access to the app.

Your access to the app may be suspended or terminated at any time and without notice if:

- you cease to hold health cover with us
- you are in arrears with your 'GU Health' brand membership payments
- we suspect or determine that you have engaged in any fraudulent conduct or activity in connection with any health cover you hold with us or in your use of the Well with GU Health app
- we determine that you have breached these Terms or you have misused the Well with GU Health app

We reserve the right to modify, update, alter, remove or add functionality to the app at our discretion. As a result of these modifications, your access to the app may change.

Intellectual property rights

Intellectual property rights in the nib and GU Health trademarks and the content and compilation of the app (including copyright in all text, graphics, logos, icons, sound recordings, video images and software) are owned by, or licensed to nib.

You may view, download and print the information contained on the app for your personal, non-commercial use only, and any other uses expressly set out in these Terms. You must not modify, copy,



adapt, reproduce, store, republish, upload, post, transmit, distribute or commercialise any information provided on the app without nib's prior written permission.

If you download content (including software) from the app, the content (including any data, files and/or images incorporated in or generated by software) will be licensed to you by nib. The licence for you to use such downloaded content shall be restricted, revocable, non-transferable, and non-exclusive. You must not commercialise, distribute, decompile or reverse engineer such downloaded content without the prior written permission of nib.

Limitation of liability and indemnity

nib is not liable to you (or any third party) for:

- the reliance of any person on general or third party information obtained through use of the app or through any linked website;
- unavailability of the app and events beyond nib's control, such as internet connection availability; or
- any other direct or indirect loss or damage however caused, including negligence.

To the maximum extent permitted by law, nib excludes all warranties (whether express, implied or statutory) relating in any way to the Site and nib will not be liable for any indirect, incidental, special or consequential loss.

Where liability cannot be excluded by law, any liability incurred by nib in relation to the use of the Site is limited to the extent provided for by Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). Accordingly, nib's liability for breach of any warranty implied into these Terms by law (which cannot be excluded) is limited to the supply of that part of the services again or, at nib's option, the payment of the costs of having an equivalent service supplied again.

Rights we cannot limit, disclaim or exclude

Nothing in these Terms, including any disclaimer, limitation of liability and indemnity, excludes any rights which by law may not be excluded.

Governing law

These Terms are governed by and interpreted in accordance with the laws of New South Wales, Australia.

If any provision(s) of these Terms are found to be invalid or unenforceable by a court or other tribunal of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms so that they shall remain in full force and effect.

Changes to these Terms

We reserve the right to amend these Terms at any time upon notice to you. Your continued access to and use of the Well with GU Health app will be deemed as your acceptance of these Terms.

Contact information

If you have any questions regarding the app or these Terms, please contact us at guhealthwellsupport@nib.com.au