

nib Health Services Online Terms

About us

nib holdings limited (ABN 51 125 633 856) and its related entities (“nib”, “we”, “us” or “our”) own and/or operate this nib Health Services website transactional domains and webpages (including the nib Nurture, nib Skincare, nib GreenPass and nib HealthCheck webpages, including any Good Health Plans generated by nib HealthCheck) and all associated mobile applications for use by portable electronic devices, such as smart phones or tablet computers (“Site”).

Who do these terms of use apply to?

By accessing and using the Site, you accept and agree to comply with the terms of use set out below, our **Privacy Policy** and any other terms or conditions contained on the Site from time to time (“**Terms**”).

User conduct

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

You must not:

- without our prior written permission, exploit any of the content in our Site for commercial purposes;
- tamper with, hinder the operation of, or make unauthorised modifications to the Site;
- knowingly transmit any virus or other disabling feature to the Site; or
- attempt any of the above acts or permit another person to do any of the above acts.

nib is not liable to you or any other party and you release nib from any liability for any loss or damage however caused (including through negligence) which you or any other party may directly or indirectly suffer in connection with your access to or use of the Site.

Privacy Statement

We are committed to protecting your privacy. Our **Privacy Policy** explains how we collect, use and disclose the personal information you provide to us. We will only use your personal information in accordance with our Privacy Policy.

Accuracy, currency and completeness

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

Please **contact us** before acting in reliance on any general information on the Site. 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.

Medical disclaimer

The health and medical related information contained on the Site is provided for general information purposes only and is not intended to be a substitute for professional advice. Any information contained on the Site is not intended to be used to diagnose, treat, cure or prevent any disease, disorder or medical condition, nor is it intended to be used as a substitute for the care that patients receive from their healthcare professionals. We recommend that you see a qualified health professional to obtain advice relevant to your particular circumstances. 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 Site or any linked website.

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Online Terms (continued)

Third party content and linked content

The Site may contain information that is provided to nib by third parties, and may link out to third party content, websites and other applications (**Third-party Sites**). nib retains the right (but not the obligation) to reject, edit, or remove any information that a third party provides for display on the Site. nib does not warrant the currency, accuracy or reliability of any information provided by a third party for display on the Site, and these Terms do not apply to the Third-party Sites, which are not owned or operated by nib. nib is not responsible for the content or privacy practices associated with any Third-party Sites.

The Third-party Sites include:

- the **nib Nurture Pregnancy eLearning Program**, which is owned and operated by Ternity Group Pty Ltd (ACN 99 162 918 809) (**Nourish Baby**). You can read the Purchase Terms for the nib Nurture Pregnancy eLearning Program [here](#) and learn more about Nourish Baby [here](#).
- the **nib Skincare SkinVision Service** is owned and operated by SkinVision B.V, Kraanspoor 28 1033 SE Amsterdam, The Netherlands (**SkinVision**). You can read the Purchase Terms for the SkinVision Service [here](#) and learn more about SkinVision [here](#).

Security of data

We do not guarantee that the Site or Third-party Sites will be available to users at all times. No data transmission over the internet can be guaranteed as totally secure. Whilst nib takes reasonable steps to protect the information you transmit to nib through the Site, nib does not warrant and cannot ensure the security of any information which you transmit to nib or to the Third-party Sites. Accordingly, any information which you transmit to nib is transmitted at your own risk.

When using the Site, you must take precautions to ensure you are not exposed to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. nib does not accept responsibility for any such interference or damage to your system which arises in connection with your use of the Site or the Third-party Sites.

Data storage and transmission

The data nib collects from you on this Site, including personal information, is generally stored electronically in Australia. It may, however, be necessary for nib to transmit data to, and store data at, our third-party partners' information technology systems, some of which may be located outside of Australia. In doing so, nib will take reasonable steps to ensure that your data is transferred and stored securely and in accordance with our **Privacy Policy**.

If you are using **nib Nurture**, please refer to the **nib Nurture Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.

If you are using **nib Skincare**, please refer to the **nib Skincare Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.

If you are a **GreenPass** member, please refer to the **GreenPass Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.

If you are using nib HealthCheck, please refer to the **nib HealthCheck Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.

Intellectual property rights

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Online Terms (continued)

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Limitation of liability and indemnity

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

- unavailability of the Site;
- events beyond nib's control, such as internet connection availability; or
- any consequential or indirect loss or damage arising out of your use of the Site 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. 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

The Terms are governed by the laws in force in New South Wales, Australia. You agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that jurisdiction. The Site may be accessed throughout Australia and overseas. If you access the Site from outside Australia, you do so at your own risk. We make no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside of Australia.

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