

nib Skincare SkinVision – Purchase Term

About SkinVision

SkinVision B.V, Kraanspoor 28, 1033 SE Amsterdam, The Netherlands (“SkinVision”) owns and operates the SkinVision smart phone application, website and services (“SkinVision Service”).

Terms and Conditions

Your use of the SkinVision Service constitutes your agreement to and acceptance of these terms and conditions, any terms and conditions on the SkinVision Service (including the **SkinVision Terms**) and the Privacy Policies listed below (**Terms**) which shall govern your use of the SkinVision Service. If you do not accept these Terms, you agree not to use SkinVision.

Payment and Purchase Period

Upon purchasing access to the SkinVision App, nib Skincare will charge the full agreed amount to your selected payment method. Available payment methods are Visa, Mastercard and Amex. Your access to the SkinVision Service will not be automatically renewed at the end of the Purchase Period. To continue your access to the SkinVision Service after your Purchase Period you will need to make an additional purchase.

Use of SkinVision

By purchasing your Subscription, you acknowledge and agree that:

- you must use the SkinVision Service in accordance with the **SkinVision Instructions for Use**, including the instructions for when you should not use the Smart Check.
- the Smart Check is not a diagnostic tool and should never be used to replace a visit to your doctor.
- the Smart Check can help you undertake regular skin checks and monitor skin lesions, but you should continue to have regular in-person skin checks conducted by a trained health professional.

Your responsibilities

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you agree not to share or allow anyone else to use your SkinVision Account.

You may not use SkinVision for any illegal or unauthorised purpose nor may you, in the use of SkinVision, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms may result in an immediate termination of your Subscription.

Warranties and limitation of liability

Our liability is limited in accordance with any additional disclaimers, limitations and exclusions of liability set out on the SkinVision Service, including the **SkinVision Terms**.

While SkinVision will endeavour to ensure that any general information on the SkinVision Service is accurate and up to date, we will not be liable to you or to any third party if errors occur in the general information on the SkinVision app or website or if any general information is not current.

We will not be liable for any damage to or any viruses which may affect your computer on account of your access to nib Skincare or the SkinVision Service. We are not liable to you or any third party if interference with or damage to your computer systems occurs in connection with the use of nib Nurture, the SkinVision Service, or any linked websites.

To the extent permitted by law, we will not be liable for any unavailability of the SkinVision app, services or the SkinVision website or events beyond our control such as internet connection availability.

To the extent permitted by law, we will not be liable for any direct, indirect, incidental, consequential loss or punitive damages however caused whether in contract, tort including negligence, statute or otherwise arising out of your access to, or use of, the SkinVision Service or any linked materials.

nib Skincare SkinVision – Purchase Term (continued)

We exclude all warranties (whether express, implied or statutory) relating in any way to SkinVision to the fullest extent we are legally able to. Our liability for breach of any warranty implied by statute which cannot be excluded is limited to the supply of services or goods again or, at our option, the payment of the costs of having the service or goods supplied again. You indemnify us in respect of any liability incurred by us for any loss, cost, damage or expense, howsoever caused, suffered by us as a result of your breach of these Terms.

Refunds

For whatever reason, if you are unhappy with the SkinVision Service, you may request a refund within 30 days of purchase. A refund is applicable one time per user. Please send a refund request to healthservices@nib.com.au.

Your Privacy and Personal Information

nib Skincare and SkinVision are committed to ensuring the confidentiality and security of your information. Your personal information will be managed in accordance with our **nib Skincare Privacy Collection Notice**, our **Privacy Policy** and the **SkinVision Privacy Policy**.

Contact us

If you have any questions about these Terms, please contact nib Skincare at healthservices@nib.com.au.

If you have any questions about SkinVision, please contact SkinVision support@skinvision.com or via the SkinVision App.

If you have any questions related to privacy, or wish to make a privacy complaint, please contact nib Skincare at PrivacyOfficer@nib.com.au

Definitions used in these Terms

nib Skincare means nib Health Funds Ltd (ABN 83 000 124 381). In these Terms and Conditions, all references to nib or nib Skincare shall be read as including its related bodies corporate as the context requires.

Purchase Period means the period of time for which you purchase access to the SkinVision Service.

SkinVision App means the smart phone application available for download from the SkinVision store listing on the **Apple App store** or the **Google Play store**.

Smart Check means the SkinVision service provided via the SkinVision App intended to provide an immediate risk indication for the most common types of skin cancer of a specific spot on the skin, based on a photo taken with your mobile device.

SkinVision Terms means the **SkinVision Terms and Conditions** and any other terms and condition of acceptance and use as set out on the app stores or www.skinvision.com.

SkinVision Account means your registered user account with SkinVision.

Subscription means your paid subscription to access the SkinVision App.

we, us or our means nib Skincare and/or SkinVision (as the context requires).

you and your means you in your capacity as a user of the SkinVision Service.

Dated 23/05/2022