

nib Thrive Plan Management website terms of use.

These website terms of use outline how you are able to use our website ("**Site**") and content.

In these Terms of Use, **nib**, **we**, **or us** refers to nib Thrive Pty Ltd (ABN 69 624 874 219) ("**Thrive**") a related entity of nib holdings limited (ABN 51 125 633 856).

How you consent to these website terms of use

If you access or use our Site, you are taken to have agreed to comply with these website terms of use and our **Privacy Policy Terms**). We ask you to please read these Terms carefully. If you don't agree with our Terms, then you must cease using our website immediately.

You can't do certain things on this Site

You may view, download and print the information contained on the Site for your personal and non-commercial use only.

You must not or attempt to:

- exploit any of the content in our Site for commercial purposes;
- tamper with or hinder the operation of the Site;
- knowingly transmit any virus or other disabling feature to the Site; or
- use our website to defame, harass, threaten or offend any Person.

Privacy Statement and Personal Information

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.

The data we collect from you, including personal information is generally stored electronically in Australia. It may, however, be necessary for us to transmit to, and store data at, our third party partner's information

technology systems, some of which may be located outside of Australia. In doing so, we will take reasonable steps to ensure that your data is transferred and stored securely and in accordance with our **Privacy Policy**.

The information on our Site is general in nature

Whilst we exercise due care in ensuring the accuracy of the general content on the Site, we do not warrant the accuracy, currency or completeness of any information made available including information provided to Us by third parties.

The Site may contain links to other websites. Those links are provided by Us for your convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with any linked websites.

Please **contact us** with any queries you may have on any information on the Site.

We do not provide professional services advice

Any financial or health related information contained on the Site is provided for general information purposes only and is not intended to be a substitute for professional advice (including financial and health advice). We recommend that you see a qualified professional to obtain advice relevant to your circumstances.

Our Intellectual Property

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

Except to the extent permitted under the *Copyright Act 1968* (Cth), you must not modify, copy, adapt, reproduce, store, republish, upload, post, transmit or distribute any information provided on the Site without nib's prior written permission.

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Our liability to you

To the maximum extent permitted by law, We are not liable to you (or any third party) for any loss, damage or expense arising from or in connection with your access to or use of the Site including:

- interruption or unavailability of the Site;
- loss or corruption of data;
- out of date or incomplete information.

Our 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 Our option, the payment of the costs of having an equivalent service supplied again.

Your liability

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by Us arising from or in connection with your use of Site or any breach of these Terms or any applicable laws by you.

Varying these terms

We may, at any time vary these Terms by publishing the varied terms on our website. We recommend you check our website regularly to ensure you are aware of our current terms.

Governing law

Use of our Site and these Terms are governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts operating in New South Wales.

If you access the Site from outside Australia, we do not make any representation that the content of the Site complies with the laws in any country you reside in. You are responsible for complying with the laws of the jurisdiction from where you access our Site.