



Terms and conditions

Terms and conditions

When you access this web site you agree to these terms and conditions.

Disclaimer, legal notices and acceptable use policy

Access to and use of this web site is provided by Bupa Health Services Pty Ltd (ABN 50 003 098 655) ("Bupa", "we", "us" and "our") on the following conditions and any other directions or rules of use on this web site ("Terms"). If you access this web site (other than to read these Terms for the first time), you agree to these Terms.

We reserve the right to change the Terms at any time by posting changes online. You are responsible for informing yourself of any changes by regularly reviewing these pages. If you access the web site after changes are posted, you are taken to have accepted such changes.

1. Disclaimers, liability limitation and indemnity

1.1 Disclaimer

If you require specific advice for your individual circumstances, please contact us on ADFhscproviders@bupa.com.au. Do not rely on the general material on this website.

Bupa provides the information on this website. This website, its content and related services are provided "as is", with all faults, and with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You assume total responsibility and risk for your use of this website, related services, and hyperlinked websites. No oral or written information or advice given by Bupa, its agents, or its authorised representatives shall create a warranty or in any way increase the scope of this warranty.

Bupa is not liable to any other party for any loss or damage, including direct, consequential, incidental or indirect loss or damage, including loss of profit (whether direct, consequential, incidental or indirect) resulting from a breach of these terms and conditions by Bupa or the negligence of Bupa or its representatives.

1.2 Limitation of our liability (if any) to you

Our total liability to you (if any) for loss, damage or reliance shall be limited, at our election, to:

In the case of information or services supplied or offered by us for a fee - the re-supply of the information or services or payment of the cost of doing this. We accept no, and exclude all, liability for information or services supplied or offered by us for free; and

In the case of goods supplied or offered by us for a fee - repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. We accept no, and exclude all, liability for goods supplied or offered by us for free.

1.3 Indemnity

You indemnify us, our affiliates and our respective employees, agents, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by us ("Our Loss") as a direct or indirect consequence of you (or, where applicable, any other person using your username and password) using this web site.

Without limiting the preceding paragraph, you indemnify us for any of Our Loss incurred by virtue of any breaches of third parties' intellectual property rights as a direct or indirect consequence of you (or, where applicable, any other person using your username and password) using this web site.

1.4 Rights we cannot exclude, limit or disclaim

This disclaimer, liability limitation and indemnity does not exclude any rights which by law may not be excluded.

1.5 Information on this website

The materials on this web site are provided "as is" and without warranties of any kind either express or implied to the fullest extent permissible pursuant to applicable law. Bupa disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Bupa makes no claim or representation as to the accuracy of the content contained on this web site. Bupa does not accept liability to any person for the information or advice provided on this web site including or incorporated into it by reference. Bupa does not accept any liability for loss or damages incurred by any person as a result of reliance upon the content of this web site, or any other information incorporated by reference.

All information on this web site is provided by Bupa on the basis that all persons accessing this web site undertake the responsibility for assessing the accuracy of its content and that they rely on it entirely at their own risk.

1.6 Access, correction, and data integrity

Although we attempt to ensure the integrity and accurateness of the web site, we make no guarantees as to its correctness or accuracy. It is possible that the web site contains typographical errors, inaccuracies, or other errors, and that unauthorised additions, deletions, and alterations could be made to the web site by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected.

1.7 Revisions, changes, and updates

We may revise our policies and the information on this web site or change or update the web site without notice. Bupa may also make improvements and/or changes in products and/or services described in this information or add new features at any time without notice. We encourage you to

periodically reread these Terms and Conditions to see if there have been any changes to our policies that may affect you.

1.8 Click-stream data and cookies

A "cookie" is a small text file placed on your computer by a web server when you access a web site. Cookies are frequently used on web sites. Cookies in themselves do not identify the individual user, just the computer used.

Bupa generally uses cookies to make a record of your visit and will log the following information:

- Your server address;
- Your top level domain name;
- The date and time of access to the web site;
- Pages accessed and documents downloaded;
- The previous web site visited; and
- The type of browser software in use.

Bupa uses this information for various purposes including:

- statistical purposes;
- to enable you to access online services; and
- to determine whether you have previously used parts of the web site or to identify the pages you have accessed

but in each case, information collected cannot be used to personally identify you.

You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. For example, you can set your browser to notify you when you receive a cookie or to reject cookies. However, if you decide not to display cookies, then you may not be able to gain access to all the content and facilities of this web site.

2. Copyright and intellectual property notices

2.1 Copyright and trademark notices

We own the intellectual property rights in and to all information, text, material, graphics and advertisements on this website.

No trademark of ours (whether registered or otherwise) may be used without our prior, specific, written permission.

The content and images on this web site may be trademarks or registered trademarks of ours, our affiliates or third parties (including advertisers, sponsors and customers). The use or misuse of these trademarks, except as expressly authorised, is prohibited. The use by us of a third party trademark on this web site is not intended to indicate any association with, or endorsement by Bupa, of that trademark.

2.2 We own or control, and reserve, all rights

Unless otherwise indicated, all rights (including copyright) in the content and compilation of the web pages, online images (including text, graphics, logos, button icons, video images, audio clips and software), software code and data comprising this web site are owned or controlled, and are reserved, by us. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this content in any way except as expressly provided for on this web site or expressly authorised in writing by us.

3. User conduct

3.1 Lawful and authorised use only

You must use this website only for lawful purposes and for the purposes explicitly outlined and authorised in this web site (including in these Terms).

You are authorised to:

- Download and view content; and
- Use the software included in this website for your own personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

You must not, without our prior written permission, exploit any of our web site content for commercial purposes.

Otherwise you are not authorised, without our prior written permission or the permission of any other relevant rights holder, to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, show or play in public, adapt or change in any way, the content of, or create a derivative work from, these web pages for any other purpose.

This prohibition does not extend to materials on this web site which are expressed to be freely available for re-use or replication, subject to any conditions we specify.

3.2 Personal use

Bupa authorises you to print, copy, reproduce and download materials on this web site, subject to the material being used exclusively for personal use, and the material not being modified in any manner.

Apart from any fair dealing for the purpose of private study, research, criticism or review, as permitted under the Copyright Act 1968 (Cth), no part of this web site may be reproduced without the written permission of Bupa.

If you download material (including software) from this web site, the software, including any files, and/or images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by Bupa. You are expressly prohibited from selling, distributing, decompiling, reverse engineering or otherwise dealing with the Software in a like manner.

3.3 Commercial Use

Printing, copying, downloading, reproduction or distribution of material from this web site for commercial use is expressly prohibited without Bupa's prior written consent.

Linking, and in particular but without limitation deep linking, to this website is expressly prohibited without Bupa's prior written consent, where such consent is at the sole discretion of Bupa Australia.

3.4 General prohibitions

You must not (a) use this web site, or any tools offered through this web site, in a manner which; or (b) up-load, post, transmit or otherwise make available through this web site any material which:

- Violates or infringes the rights of others (including their intellectual property, privacy and publicity rights);
- Is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- Encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- Restricts or inhibits any other user from using or enjoying this web site;
- Affects the functionality or operation of this web site or its servers or the functionality or operation of any users computer systems (for example, by transmitting a computer virus or other harmful component, whether or not knowingly); or
- Breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities which require us to take remedial action under any applicable industry code.

3.5 Co-operation with authorities

We reserve the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of a lawful direction or request to disclose the identity or other information about anyone posting materials which the authority claims violates any applicable law.

3.6 Disclaimer about others' materials

You acknowledge that any third party materials appearing on this web site are not necessarily controlled or monitored by us and that the views expressed are not necessarily ours.

3.7 Termination

By using this web site you agree to these terms and conditions of use.

This agreement is effective from your first use of this web site until terminated by you or Bupa. You may only terminate this agreement by unsubscribing to all services provided by Bupa on this web site and destroying all materials obtained from this web site, all related documentation and all copies and installations thereof, whether made under the terms of this agreement or not.

This agreement will terminate immediately, with notice from Bupa if, in Bupa's sole discretion, you fail to comply with any term or provision of these terms and conditions. Upon termination, you must destroy

all materials obtained from this web site and unsubscribe from all services provided by Bupa on this web site.

4. Applicable law

4.1 Victoria law applies

This web site (excluding any linked, third party web sites) is controlled by us from Australia.

Any disputes must be determined by the courts having jurisdiction in Victoria, Australia in accordance with laws in force in Victoria. You irrevocably and unconditionally submit to this jurisdiction.

4.2 Web site or content may be unlawful outside Australia

We do not warrant that the content of this web site complies with the laws of any country outside of Australia. If you access this web site from outside of Australia, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with us.

4.3 Your responsibilities under laws affecting you

You are responsible for ensuring that your use of this web site is lawful, does not infringe any third party's rights and does not breach any standards, content requirements or codes promulgated by any relevant authority.

4.4 No offers where illegality arises

Nothing on this web site constitutes an offer to provide goods or services in any jurisdiction if to do so would contravene the laws of that jurisdiction.