

Bound by use

By accessing any nib websites, (including www.nib.co.nz and www.nibfirstchoice.co.nz) or by downloading and/or using nib's mobile applications, ("website and mobile applications") you agree to the following terms and conditions and our Privacy Policy <https://www.nib.co.nz/privacy-policy>.

nib may change or update these terms and conditions at any time without prior notice. Your continued use of the website and/or mobile applications is deemed acceptance of the version of the terms current at the time you use the website or mobile application. These terms and conditions were last updated on 8 June 2021.

In these terms and conditions, all references to 'we', 'us', 'our' and 'nib' are references to nib nz limited and its related companies, as defined in the Companies Act 1993. These terms and conditions are in addition to, and do not replace, any specific terms and conditions applicable to any nib product, service, marketing and/or promotion.

Use of nib's website and mobile application

You are granted a non-exclusive licence to access the website and mobile applications and the information they contain solely for your own personal use. By accessing the website and mobile applications you agree not to use the website and/or mobile applications for any commercial or competitive advantage; any illegal, defamatory or objectionable purpose; or any purpose which brings or could bring nib's reputation into disrepute.

You also agree not to decompile, reverse engineer or try to decompile or reverse engineer any part of the website, including the secure sites. You must not:

- tamper with, hinder the operation of or make unauthorised modifications to the website or mobile applications;
- knowingly transmit any virus or other disabling feature to this the website or mobile applications; or
- attempt any of the above acts or permit another person to do any of the above acts.

Anyone found breaching the user rights will be prosecuted to the full extent of the law.

General Disclaimer

Although all reasonable care has been taken in producing the information contained on the website and mobile applications, it is of a general nature only, and does not take into account any individual's particular circumstances, financial, medical or otherwise. Certain information may be selective, and nib advises that it may not be complete for the purposes of any individual or company.

While we try to ensure that the content of the website and mobile applications is up to date and free from error, to the maximum extent permitted by law we do not give any guarantee or other assurance of the currency of any information or its accuracy, adequacy, completeness or suitability for your intended use. The website and mobile applications are not intended to provide a substitute for comprehensive or specific professional advice. You should not act in reliance upon any information contained on the website or mobile applications without first obtaining professional, independent advice relevant to your individual circumstances. By accessing the website and mobile applications, you confirm you have taken such advice or decided against it.

Liability

To the fullest extent legally possible, neither nib, or its directors, employees, agents, independent contractors, nor any other person, accepts any liability or responsibility for any loss, damage, cost or expense (including but not limited to financial loss, loss of revenue, loss of profits or savings, indirect or consequential losses) arising in contract, tort (including negligence) or otherwise, that may result from any error, omission or misrepresentation on the website or mobile applications or reliance on information contained on the website or mobile applications or from any use of or access to the website or mobile applications.

nib makes no representation or warranty about the accuracy or completeness of information and to the maximum extent permitted by law accepts no liability or responsibility in respect of errors in or omissions from information contained on the website and mobile applications, to the extent permitted by law.

To the fullest extent legally possible, we exclude every warranty and condition of any kind that might otherwise apply in relation to the website and mobile applications, their content and functions. nib's liability for

breach of any warranty implied into these terms and conditions by statute which cannot be excluded is limited to the supply of that part of the application again or, at nib's option, the payment of the costs of having an equivalent service supplied again.

Links

Information may be contained on the website and mobile applications about the products or services of third parties. nib makes no representation or warranty as to the quality of any of those products or services or their suitability to your circumstances.

From time to time the website and mobile applications may contain links to other websites. These links are provided for convenience only, and do not represent any endorsement, approval or representation by nib of the products or services offered by the site owner. nib makes no representations and accepts no responsibility or liability in relation to the contents of any website linked to the website and mobile applications that is not under the direct control of nib.

Changes to content

You may not do anything or permit anything to be done which may alter the website or mobile applications, or interfere with or affect the operation of the website or mobile applications. You may not do any of the following to the website or mobile applications:

- adding or removing any information;
- linking it to or from another website or mobile application;
- distributing any part to any other person; or
- copying any part for any commercial or illegal purpose.

Any person wishing to link to the website or mobile applications may request to do so by emailing us at general@nib.co.nz.

Viruses and cookies

Although all reasonable care has been taken to prevent the introduction of viruses and other destructive materials on the website and mobile applications, nib does not guarantee that the website or mobile applications are free from such destructive features. nib accepts no responsibility or liability in relation to any harm attributable to such

destructive features. If you rely on any materials available through the website or mobile applications, you do so at your own risk.

Cookies are small data files that a website or mobile application sends to a user's computer or device. nib may use cookies on its website and mobile applications from time to time, by passing a unique ID between your computer or device and the nib website or mobile application that identifies you. The practice of holding sensitive data in cookies is avoided. Cookies are either automatically removed at completion of the browser session or are set to expire after a predefined period.

When you visit the website or mobile application, your usage information is tracked using cookies and analysed by an analytics and optimisation service. The information collected may include:

- your server address;
- your domain name;
- the date and time you visited nib's website;
- the pages you accessed;
- the previous sites you visited;
- the type of Internet browser you used; or
- the type of operating system and device you used.

Site access

nib does not guarantee the continued availability of the website, the mobile applications or the continuation of services provided by the website and mobile applications. Access to any saved information may be interrupted, restricted, delayed or unavailable from time to time. nib accepts no responsibility or liability in relation to any loss suffered in these circumstances.

Intellectual property rights

Intellectual property rights in the website and mobile applications (including copyright in the information, images, screens, web pages, logos and brands) and the general content of the website and mobile applications are the property of nib or its licensors. The information may not be copied or reused (other than as expressly intended by this website and mobile applications) without the prior written consent of nib. In

particular, in no circumstances should the nib brand or nib logo be used without the written consent of nib.

Although you may download the information on the nib website or mobile applications for your personal, non-commercial use, you must not modify, copy, reproduce, republish, frame, upload, post, transmit or distribute that information in any other way without nib's prior written consent.

New Zealand law

Unless otherwise stated, the content of the website and mobile applications has been prepared in accordance with New Zealand law for the supply of products and services to persons resident in New Zealand only. Unless otherwise stated, references to any currency are to New Zealand dollars.

The content of the website, the mobile applications, and these terms and conditions are governed by and construed in accordance with New Zealand law and New Zealand Courts have jurisdiction.

Comments and complaints

If you would like to make any comments or complaints about the website, the mobile applications or any of the information or services available on the website and mobile applications, please contact us by emailing general@nib.co.nz. We will try to resolve any complaint as soon as possible.

Security

No data transmission over the internet can be guaranteed as totally secure. In designing the website and mobile applications, nib has incorporated security procedures and practices that we consider are consistent with New Zealand industry practice. We review our security procedures from time to time and update these when relevant. Pages on the website and mobile applications that require the mandatory entry of personal information and/or username and password are protected by 128-bit encryption. The username, password and personal data are encrypted when transiting over the internet which prevents tampering with these details. Whilst nib takes reasonable steps to protect information you transmit to nib through the website or the mobile applications, nib does not warrant and cannot ensure the security of any information which you transmit to nib. Accordingly, any information which you transmit to nib is transmitted at your own risk.

my nib Terms of use

You can register to **my nib** by providing us with your email address (your username) and policy information and you can view your policy information and provide information to nib.

By using **my nib**, you agree to the following additional terms. If you do not agree to these terms, do not access **my nib**.

Only the policy holder(s) is eligible to register a Member Account. We reserve the right to monitor your use of the website and/or mobile applications to ensure your compliance with these terms and conditions. nib will only use the email address that you provide as your username when you register to **my nib** to contact you unless you tell nib otherwise.

You and anyone with access to the email account relating to your username may be able to access your **my nib** account and view all policy information relating to policies linked to your username, including policies taken out by you and on your behalf by another policyholder.

All information that you provide to nib in connection with your use of **my nib** must be accurate and must not breach any law or the rights of any person.

If there are other policyholders on your policy, you must be authorised by those policyholders to act on their behalf when using **my nib**.

You must keep your username and password secure and not share your username or password with anyone else. In using **my nib**, you agree to indemnify nib in the event that there is any unauthorised use of your username or password or breach of security. nib will not be liable for any loss you incur as a result of someone else using your username or password with or without your permission.

Find a Provider directory Terms of use

nib grants you access to the **nib Find a Provider directory** to search for and view information about healthcare providers, including in network and out-of-network providers in the nib First Choice Network. By using the **nib Find a Provider directory**, you agree to the following additional terms. If you do not agree to these terms, do not access the **nib Find a Provider directory**.

You acknowledge and accept that all information in the directory is general information only and is provided by nib on an 'as is' basis. A listing in the directory does not constitute an endorsement or association by the healthcare provider of nib, or by nib of the healthcare provider. While nib will endeavour to ensure the accuracy of information available through the directory you acknowledge that it may not be free from errors. To the extent you notice any, please email general@nib.co.nz.

Using the location services functionality for the **nib Find a Provider directory** is optional and is provided by Google Maps. By using location services, you consent to the applicable Google terms and conditions, including privacy policy. The Google Maps functionality is not provided by nib and nib makes no representation or warranty as to the quality of any Google product or service, and to the maximum extent permitted by law nib accepts no responsibility or liability in relation to any Google product or service.

If you are a provider listed within the **nib Find a Provider directory** and any of the details about your listing are incorrect or incomplete please contact nib on healthpartner@nib.co.nz for this to be updated.

Modern Slavery (effective from 30 June 2020)

You must:

- comply with the nib Supplier Code of Conduct (available at nib.com.au), which sets out the commitments, and principles we expect of all our supply chain partners to ensure they comply with internationally recognised principles on human rights, labour rights, the environment, and anti-corruption;
- not engage in any conduct which may contravene any modern slavery laws that apply to you;
- undertake to implement due diligence procedures to ensure that there is no, or there is no risk of the following types of modern slavery in your supply chains: exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct; and
- promptly provide nib with any information or documentation upon request that nib reasonably requests to enable nib to comply with the

nib Group's obligations under Australian modern slavery laws; and evidence your compliance with the nib Supplier Code of Conduct and your obligations with respect to modern slavery as set out in this section.