

# TERMS OF USE

AIA.COM.AU

DATE LAST UPDATED: 11 November 2015



HEALTHIER. LONGER.  
BETTER LIVES

## TERMS OF USE FOR THE AIA AUSTRALIA WEBSITE, ONLINE FACILITIES, APPLICATIONS, TOOLS, INFORMATION, MATERIALS AND CONTENTS AND YOUR AGREEMENT WITH AIA

By using this website or accessing the online facilities, smart phone/tablet applications, tools, information, materials and content (together “this website”) or in any way submitting your personal or sensitive information through this website, you enter into an agreement with AIA Australia Limited (ABN 79 004 837 861, AFSL 230043) and its affiliates, and subsidiaries (collectively “AIA”) and acknowledge and agree to be unconditionally bound by the following terms of use as amended from time to time (“Terms”), without limitation or qualification.

Please read these Terms carefully before using this website. You agree that these Terms may be revised at any time by posting amended Terms on this website, and you will be deemed to have accepted any amended Terms by continuing to access this website and that you have been provided with sufficient notice of the amendment. You will be bound by any such revisions and should therefore periodically visit this website to review the revised Terms.

The current version of these Terms will apply each time you access and use this website. You also agree that AIA may terminate this agreement at any time, to the extent permitted by law. If you do not agree to all of the Terms, please do not continue to use this website.

If any of these Terms are found to be invalid or unenforceable at law, that invalidity or unenforceability will not affect the remainder of the Terms, which will continue in full force and effect and to which you will be bound.

Regardless of the platform, gateway, portal or mode of access you use to install, download or access this website, your mobile phone or internet provider may, depending on the type of contract you have, charge you for accessing this website, or for any usage of this website (such as data charges, sms charges). AIA cannot be held responsible for these charges.

All information provided on this website is intended for use by residents of Australia only. Persons residing outside of Australia use this website at their own risk, and should take into consideration the requirements of their country of residence when accessing this website.

## Disclaimer

To the fullest extent permissible by law:

1. the information and materials on this website are provided “as is” and without warranties of any kind whether expressed, implied, statutory or otherwise and AIA disclaims all warranties, whether expressed, implied, statutory or otherwise including, but not limited to, warranties of merchantability, satisfactory quality, suitability and fitness for a particular purpose, title and non-infringement of third party rights;
  2. AIA does not warrant that the website or the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components; and
  3. AIA does not warrant or make any representations regarding the use or the results of the use of the information and/or materials on this website in terms of their correctness, accuracy, reliability, adequacy, completeness or otherwise. The information and descriptions contained herein are not necessarily intended to be complete descriptions of all terms, exclusions and conditions applicable to the products, benefits and services described or referred to on this website, but are provided solely for general informational purposes. For complete details please refer to the actual policy, applicable terms and conditions, policy documents, benefit guides or product disclosure documents for the products, benefits and services, or the relevant product or services agreement. Nothing on this website shall constitute or be construed as legal liability, undertaking or admission by AIA in any way. AIA cannot guarantee correctness, accuracy, reliability, adequacy, completeness or otherwise of the information and/or materials presented on this website and such information and/or materials is subject to change without notice and may not be up to date.
- All information and materials contained on this website is general information only, and does not take into account factors like the objectives, financial situations or needs of any individual or business and is not intended to be financial, legal, tax, business, accounting, medical, nutritional, health, fitness or other advice. Before acting

on the information on this website, you should consider its appropriateness having regard to such factors. No particular impact on you or your business resulting from the use of the information on this website is guaranteed, to the maximum extent permitted by law. It is not intended to promote or influence you to acquire any product or service.

This website may contain links or references to other websites maintained by AIA, which may be subject to additional terms of use. By accessing such websites, you agree to be bound by such additional terms of use. This website may also contain links to other websites which are not maintained by AIA or may refer to a third party. AIA is not responsible for the availability, content, currency, reliability, correctness or accuracy of any content related to third parties (including without limitation information contained in other websites) or for the suitability (or otherwise) of such content for the needs of any person, and does not make any warranty, expressed or implied, with respect to any content related to third parties (including the use of those websites). The inclusion of any link or reference on this website to such websites or any third parties does not imply approval or endorsement by AIA of the websites or the content thereof or of the third parties, nor does it imply that the third party has approved or endorse the content of this website. You acknowledge and agree that you access such websites and third party content at your own risk.

## Exclusion and limitation of liability

While AIA aims to use reasonable efforts to include accurate and up to date information on this website, errors or omissions may sometimes occur. To the maximum extent permitted by law, AIA makes no warranties or representations as to the currency, reliability, correctness, accuracy, adequacy or completeness of the content of this website and under no circumstances, including but not limited to, negligence, shall AIA or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, special or punitive damages, losses, liabilities, costs, expenses and/or consequences of whatsoever nature that result from or in connection with any access, the use of, or the inability to use, the materials and/or information on this website or reliance on the materials and/or information on this website, any systems, server or connection failure, error, omission, interruption, delay in transmission, computer virus or any use of or access to any other websites linked to this website, even if AIA has been advised of the possibility of such damages. To the maximum extent permitted by law, AIA and its employees, agents and directors are not liable for any losses (whether direct or indirect) that you incur as a result of accessing or using this website. To the extent that AIA's liability or the liability of any of AIA's employees, agents or directors cannot be excluded, to

the maximum extent permitted by law, such liability is limited to the supply of the services again or the payment of the cost of having the services supplied again, and in no event shall AIA's total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this website.

AIA also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

## Restrictions

This website is owned and operated by AIA. Except as otherwise expressly permitted by AIA, no materials from this website or any website owned, operated, licensed or controlled by AIA may be copied, reproduced, republished, modified, stored in a retrieval system, used for creating derivative works, uploaded, posted, transmitted (by any form or by any means), distributed or used in any other way for public or commercial purposes. You may download material displayed on this website solely for your own use, provided that you also retain all copyright and other proprietary notices contained on the materials and this website. You may not distribute, modify, transmit, reuse, repost, or use the content of this website, for public or commercial purposes, including the text, images, audio, and video, without AIA's express written permission.

You shall not use this website for any purpose that is unlawful or prohibited by the Terms. Additionally, you shall not: (i) use the website in any manner that could damage, disable, overburden or impair this website, online facilities or its network; (ii) attempt to gain unauthorized access to this website, accounts, computer systems or networks connected to the website, through hacking, password mining or any other means; (iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; (iv) publish, post, upload, distribute or disseminate any topic, name, material or other information that incites discrimination, hate or violence towards one person or a group because of their belonging to any race, religion or nation; (v) upload or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents to do the same; (vi) use any material or information, including images or photographs, which are made available on the website in any manner that infringes any intellectual or other proprietary right of any party; (vii) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted file or any other similar software or programs that may damage the operation of another's computer or property of another; (viii) use meta tag searches on the website; (ix) advertise or offer to sell or

buy any goods or services for any business purpose, unless such AIA's communication facilities specifically allow such messages; (x) download any file posted by another user that you know, or reasonably ought to know, which cannot be legally distributed in such manner; (xi) falsify or delete any author attributes, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (xii) violate any code of conduct or other guidelines which may be applicable for any particular communication facilities; (xiii) harvest or otherwise collect information about others; (xiv) violate any applicable laws or regulations; (xv) create a false identity for the purpose of misleading others; (xvi) use, download, copy or provide (whether or not for a fee) to a person any directory of users of this website or other user or usage information.

AIA reserves the right to review materials posted using the online facilities relating to this website and to remove any materials at any time in its sole discretion. AIA reserves the right to terminate your access to any or all of this website at any time, without any notice, for any reason whatsoever. AIA also reserves the right to disclose any information deemed necessary to comply with any applicable law, regulation or legal process, or to edit, remove, or refuse to post any information or materials at its sole discretion.

AIA neither warrants nor represents that your use of materials displayed on this website will not infringe rights of third parties.

You are entirely responsible for maintaining the confidentiality of your own passwords and account details. You are also entirely responsible for any transactions or activities that occur under your account, regardless as to whether such transactions or activities were made with or without your knowledge or authority. AIA shall not be liable for any damage, loss or other liability incurred by you arising from any transactions of any kind whatsoever resulting from the unauthorized use of accounts and passwords by any third parties. However, you may be held liable for any damage, loss or other liability incurred by AIA for any wrongful use of your account and/or password. You shall report to AIA immediately if you know or have reason to suspect that the security of your password and/or account may have been compromised or used by another person without authority.

You must only access or use this website and any content on this website for lawful purposes and in accordance with your agreement with AIA. In accessing or using this website or otherwise accessing or using the content on this website you must not:

- infringe the rights (including intellectual property rights) of any other person;
- do anything that is unlawful, threatening or obscene;
- harass or incite hatred of any other person or restrict another person from using or enjoying this website;

- interfere with the operation of this website or any infrastructure used to make this website available; or
- do anything that would result in us needing to compensate another person at law or at the direction or recommendation of a regulator.

By accessing or using this website you consent to any personal and sensitive information you upload to this website or otherwise provide to AIA and/or its affiliates and subsidiaries and developers, being used and otherwise dealt with in accordance with AIA Australia's Privacy Policy, as updated from time to time (available at [aia.com.au](http://aia.com.au)). You understand and agree that without such information, AIA and/or its affiliates and subsidiaries may not be able to deal with you, or provide you with a product or service.

## Indemnity

You hereby agree to fully indemnify, defend and hold harmless AIA, its employees, officers, staff, agents, advisers and directors from and against any and all damages, losses, liabilities, costs and expenses (including full legal costs on a solicitor-client basis) suffered by AIA arising from or in connection with: (i) your access to or use of any aspect of this website; (ii) any other party's access to or use of this website and/or online facilities using your account and/or password; or (iii) your breach of any of these Terms; (iv) any other party's breach of any of these Terms where such party was able to access or use this website and/or online facilities using your account and/or password; (v) your infringement of the rights (including the intellectual property rights) of another person.

## Evidence of transactions

AIA's own records of the transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. Your use of your account and/or password to access or use this website and/or online facilities including access to your policy records and our online services will be recognised as your electronic signature and will be legally binding. You accept that electronic records will be admissible as original documents in any court of law and agree that you will not challenge or dispute the accuracy or authenticity of such records.

## No Waiver

No failure or delay by AIA in exercising or enforcing any right or option under these Terms shall operate as a waiver of it or limit, prejudice or impair AIA's right to take any action or to exercise any right against any person or render AIA responsible for any loss or damage arising therefrom or in connection thereto.

## Severability

The invalidity, unlawfulness or unenforceability of any provision in these Terms in any respect under applicable law shall not affect the validity, legality or enforceability of the remaining provisions hereof.

## Jurisdictional issues

Unless otherwise expressly set forth herein, AIA makes no representation that information and materials on this website are appropriate or available for use in any location. Those who choose to access this website do so on their own initiative and are responsible for compliance with local laws.

Except as expressly set forth herein the information contained on this website is not an offer to sell or a solicitation to buy any security, insurance product or other product or service by AIA. No security, insurance product or other product or service is offered or will be sold by AIA or, if sold by AIA, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

These Terms are governed by the laws of the State of Victoria, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia. AIA reserves any rights not expressly granted in these Terms.

## Ownership of information

Any information (including without limitation any data, questions, comments, or suggestions) that you transmit to AIA, including (without limitation) via this website, by electronic mail or otherwise, will be treated as non-confidential and non-proprietary to you and will become the property of AIA. Such information may be used for purposes, including but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. AIA is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to AIA via this website or by any other means for any purpose whatsoever, including but not limited to, developing and marketing products using such information. Additionally, AIA may in its sole and absolute discretion, reveal or release personal data obtained by or through this website, its online facilities or services, to third parties where required or necessary. To the fullest extent permitted by applicable law, you waive all applicable rights you may have in any information you transmit to AIA via this website or otherwise, for the purposes of this section of the Terms. You agree that you waive and will not enforce any and all moral rights that you may have presently or in the future in relation to any content you transmit, contribute or publish via this website or otherwise.

## Intellectual property

AIA reserves all rights, including intellectual property rights, trademarks, service marks, trade names, company names, logos, slogans, copyrights, domain names, patents, design rights, utility models, database rights, know-how, trade secrets and all other intellectual or industrial property rights including, where such rights are obtained or enhanced by registration, any registration of such rights (including the right to apply for such registrations) and applications therefore (including the right to claim priority), text, collations, images, logos, source code and data relating to this website, and any contents of this website are the property of, or licensed to AIA. Other than as expressly set out in these Terms and except as permitted by applicable law, nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any such intellectual property rights without the express written permission of AIA or the relevant licensors or owners of such intellectual property rights. Your use of such intellectual property rights, or any other content on this website, except as provided herein, is strictly prohibited. You agree that you will not acquire any rights (including without limitation intellectual property rights) in any content or information in this website, except to the extent expressly provided in these Terms.

You agree that all rights (including without limitation intellectual property rights) in any content that you create, contribute to or upload to this website, will vest in AIA immediately when such rights arise. You agree to provide any assistance to AIA necessary for AIA to assume control and ownership of those rights.

Without AIA's express written permission, you may not otherwise use the content on the website or exploit any of the content for any purpose, including a commercial purpose.

You may not link to any of the content on the website from another website (including without limitation by way of a deep or inline link) or frame any of such content on another website.

## Software Licenses

AIA grants you a non-exclusive, limited and personal license to download and use any content on this website (including the software or applications) for your own personal, non-commercial use only. No other rights to the software or applications are granted. All rights including intellectual property rights in the software remain the property of AIA or the relevant licensors or owners of the software and, except as permitted by law, you may not reverse engineer, decompile, modify or tamper with the software or applications.

When you install or download any software applications or other content, you may be required to accept the terms

or the end user licence agreement of a third party supplier or vendor. While the end user licence agreement may be independent from these Terms and establishes a separate legal relationship which you are bound by, you agree that, the end user licence agreement will apply to your use of the software or applications.

## Security reminder

While there is inherent risk in doing business with anyone over a public medium like the Internet, we have implemented measures to reduce these risks. In order to safeguard and protect your privacy, the secure site utilizes advanced security techniques, which require Google Chrome version 39, Apple Safari version 8, Microsoft Internet Explorer version 8.0 or Mozilla Firefox 28 or above.