

NovaConnect App – Terms and Conditions

NovaCare Community Services Limited (**NovaCare, we, our, us**) is approved by the Australian Government as a provider of Home Care Packages and Commonwealth Home Support Programme services under the Aged Care Act 1998 (Cth) (**Home Care Packages**) (**Commonwealth Home Support Programme**) to customers (**Customers**) pursuant to a home care agreement (**Home Care Agreement**).

We provide and administer the NovaConnect application (**NovaConnect App**) to assist NovaCare to provide to its Customers the services in their Home Care Packages and Commonwealth Home Support Programme. NovaCare grants eligible users a licence to use NovaConnect App on the terms and conditions set out below (**Terms and Conditions**).

Please read this document carefully. These Terms and Conditions regulate your access to, and use of, the NovaConnect App. Upon downloading, and creating an account for, the NovaConnect App, you represent and warrant that you are a user (**User, you, your**) and acknowledge that you have read and understood, and are deemed to have accepted, these Terms and Conditions.

1. Terms and Conditions

- 1.1 We may change these Terms and Conditions without your consent:
 - a) to comply with any law or regulation;
 - b) to reflect any decision of a court, ombudsman or a regulator;
 - c) to correct an error or to simplify them;
 - d) for security reasons; or
 - e) for any other reason, including as a result of changed industry practice, circumstances or environment or changed features.
- 1.2 Unless these terms say otherwise, we will give you 30 days' written notice of any change. However, unless the law requires us to, we do not have to give advance notice if the change is required for the security of the system or individual accounts including the prevention of criminal activity or fraud
- 1.3 To use the NovaConnect App you will require internet connectivity and appropriate telecommunication links and must be the account holder or received permission from the account holder to access. The terms of agreement with your internet and / or mobile network provider will continue to apply when using the NovaConnect App including your responsibility to pay charges for access to network connection services and other third-party charges. Where you have enabled location services

on your device you agree to receive notifications or alerts on the NovaConnect App from us.

- 1.4 Use of the NovaConnect App may require that you have access to appropriate third party software and hardware, such as [mobile devices and internet search engine software]. For certain functions, NovaConnect App also requires that you have access to the internet. NovaCare is not responsible for providing any third party software or hardware or for providing you with access to the internet. NovaCare may change or substitute the third-party software required for use with NovaConnect App without notice in its sole and absolute discretion.
- 1.5 For the avoidance of doubt, these Terms and Conditions are not an expressed or implied service level agreement between you and NovaCare does not guarantee uninterrupted access to, or use of, the NovaConnect App.

2. Access

- 2.1 To access information in relation to a Home Care Package or Commonwealth Home Support Programme with the NovaConnect App, a Customer will receive a registration invitation with account details to register for a NovaConnect App account.
- 2.2 In accordance with the terms of the Customer's Home Care Agreement, the Customer may at any time appoint a representative for the purposes of the Home Care Agreement to assist us to provide our services to the Customer (**Representative**). To assist us to provide our services to the Customer, the Representative will receive a registration invitation with account details to register for a NovaConnect App account which is automatically linked to the Customer's NovaConnect App account and certain personal information and data about the Customer.
- 2.3 You may at any time request that their NovaConnect App account be closed/deactivated and a Customer may at any time request that their Representative's NovaConnect App account be closed/deactivated.
- 2.4 Your access to, and the functionality available to them using, the NovaConnect App, depends on the category of user, as further set out in clause 2.5 below.
- 2.5 Customers, and their Representatives, are entitled to:
 - (a) in the case of the Customer, request access for, or revoke access for, a Customer's Representatives;
 - (b) review a Customer's personal information and data on the NovaConnect App.

3. Your Obligations

- 3.1 We reserve the right to determine standards of conduct for the use of the NovaConnect App, which standards of conduct will be communicated to you separately. We may immediately suspend your use of the NovaConnect App where we reasonably believe that you fail to meet these standards. Without limiting the foregoing, you undertake not to use, or permit anyone else to use, the NovaConnect App to send or receive any material:
- (a) which is not civil or tasteful or which may cause annoyance or inconvenience;
 - (b) which is threatening, grossly offensive, of an indecent obscene or menacing character;
 - (c) which infringes the intellectual property rights (including copyright) of any third party;
 - (d) which constitutes or encourages conduct that would be considered a criminal offence; or
 - (e) for a purpose other than which we have designed the NovaConnect App or intended that the NovaConnect App be used.
- 3.2 We reserve the right to remove any material which you send, receive or post in our sole discretion.
- 3.3 Your use of the NovaConnect App must comply with all applicable laws.

4. Ownership of Intellectual Property

- 4.1 With the exception of Customer's personal information and data, you agree that the design, trade marks, logos and branding displayed on and associated with the NovaConnect App and all content and information within the NovaConnect App belongs, or is licenced, to NovaCare (**Intellectual Property**).
- 4.2 The Intellectual Property is protected by applicable intellectual property and other laws, including copyright, and you must not use it except as strictly permitted by these Terms and Conditions.
- Without limiting the foregoing, nothing contained in the NovaConnect App or in these Terms and Conditions shall be construed as granting any licence or right to use any of the Intellectual Property without our written consent save to the extent expressly granted in these Terms and Conditions.
- 4.2 Each User agrees that they will neither attempt to modify the content or appearance of the NovaConnect App, or otherwise interfere with the operation of the NovaConnect App.

5. Ownership of personal information and data

- 5.1 Your personal information and data is owned by you. You are responsible for the accuracy, suitability and completeness of their personal information and data.
- 5.2 NovaCare does not represents or warrants that we will retain your personal information or data for a specific period. To the extent that any User requires access to, or a copy of, any data within the NovaConnect App to which they have access to and are entitled to retain, those Users are responsible for retaining a copy of that data.
- 5.3 By submitting any data, including photographs or other materials, via the NovaConnect App, you represent that you are the owner those data, or have proper authorisation from the owner of those data to use, reproduce and distribute the content of that data for purposes connected with your use of the NovaConnect App.

6. Privacy

- 6.1 Each User agrees to comply with all laws applicable to them in relation to the protection of personal information. Without limiting the foregoing, each User agrees:
 - (a) to collect, use or disclose personal information which is contributed to the NovaConnect App in compliance with the Privacy Act 1988 (Cth) (Privacy Act);
 - (b) not to commit any act, omission or engage in any practice which is prohibited by the Privacy Act; and
 - (c) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an Australian Privacy Principle.
- 6.2 You will be provided with a privacy collection notice when first accessing the NovaConnect App. This privacy collection notice and the privacy policy of NovaCare explain the way your personal information may be collected, held, used and disclosed.

7. Changes to the NovaConnect App

- 7.1 NovaCare may change or update the NovaConnect App and its features and functionality at any time. You may be required to download and reinstall a new version of the NovaConnect App if changes and updates are made.

8. Security

- 8.1 You must take all reasonable steps to ensure that no other person uses your account or access to the NovaConnect App.

- 8.2 You are responsible for all instructions authorised by the use of the NovaConnect App using your access to the NovaConnect App, regardless of whether that instruction is from you or from another person and whether or not the use of the NovaConnect App is with your knowledge or consent. You agree that NovaCare has no additional duties to make any enquiry as to the authority or identity of the sender of that instruction.
- 8.3 You must notify NovaCare immediately if you believe your access to the NovaConnect App (including any access code or password by which you access the NovaConnect App) has or may have been misused, or any device on which the NovaConnect App is installed is lost or stolen.

9. Warranties

- 9.1 While every effort is made to ensure that the NovaConnect App and all information available via the NovaConnect App is free from error, no representation or warranty is made or given with respect to the accuracy, adequacy, suitability or completeness of the NovaConnect App or that information.
- 9.2 We provide you with access to the NovaConnect App and any data accessed through use of the NovaConnect App on an 'as is' basis and use is at your risk. To the maximum extent permitted by law, no representation or warranty is made or given in respect to the availability, accuracy, currency, completeness, quality or reliability of the NovaConnect App or the data accessed through use of the NovaConnect App will be fit for any particular purpose or will not infringe any third-party intellectual property rights.
- 9.3 Without limiting clause 9.2, we do not guarantee:
- (a) that the NovaConnect App or any third-party software or hardware will be free from viruses;
 - (b) that the NovaConnect App will be available or available on all operating systems;
 - (c) the time in which any data to be uploaded to the NovaConnect App is uploaded; or
 - (d) that access to the NovaConnect App or any software or hardware will be uninterrupted.
- 9.3 You are responsible for taking appropriate precautions for the protection of your systems, software or hardware.
- 9.4 You represent and warrant that you will not, nor will you suffer or permit Users granted access by you or any other third party under your direction or control to, negligently or wilfully introduce any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code, but does not

include any 'software lock' or other technical mechanism that is included to manage the proper use of any software (**Harmful Code**) into the NovaConnect App or our systems. If you become aware that any Harmful Code has been introduced into the NovaConnect App or our systems, whether through a breach of this clause 9.4 or otherwise, you must promptly report that introduction to us. If Harmful Code is introduced into the NovaConnect App or our systems in breach of this clause 9.4, then you will bear all reasonable and substantiated costs, expenses, liabilities and losses incurred by us as a direct result of the Harmful Code, including the reasonable and substantiated cost of repair of any harm, damage or destruction caused by that Harmful Code.

10. Limitation of liability

10.1 Subject to any rights implied by law which cannot be excluded and these Terms and Conditions, NovaCare is not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, arising out of:

- (a) your use of the NovaConnect App;
- (b) the collection, processing, access to, or reliance on, a Customer's personal information and/or data;
- (c) any variation, suspension or termination of use of the NovaConnect App;
- (d) any unauthorised use of the NovaConnect App;
- (e) any system or telecommunications failure which impacts your use of the NovaConnect App;
- (f) any fault, error or defect in the design of the NovaConnect App;
- (g) any fault or failure resulting in a loss of access to the NovaConnect App;
- (h) any event outside NovaCare's reasonable control;
- (i) any error or inaccuracy in any information accessed via the NovaConnect App;
- (j) the use of third-party websites or third party software or hardware; or
- (k) third party's provision of a Customer's personal information and/or data, unless the losses, damages, liabilities, claims or expenses arise from the fraud or wilful misconduct of NovaCare.

10.2 Notwithstanding any other clause of these Terms and Conditions, we are not liable in contract, tort (including negligence) or otherwise for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you, resulting from, in connection with, or in any way relating to the NovaConnect App including, without limitation, loss of revenue, profits, anticipate savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

11. Indemnity

- 11.1 You agree to indemnify us, and keep us indemnified, against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by, arises out of, or relates to, your use of the NovaConnect App, any other person's use of the NovaConnect App using your account, password and/or any other credentials, or your breach of any of these Terms and Conditions.

12. Governing Law and Jurisdiction

These Terms and Conditions are governed by and subject to the laws of Western Australia and your use of the NovaCare Connect App is governed by the laws of Australia.

13. Relationship between the parties

Your acceptance of these Terms and Conditions does not create any partnership, joint venture or agency relationship between the parties.

14. Severability

If any part of these Terms and Conditions is for any reason invalid or unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.

15. Termination

- 15.1 We may prevent you from using the NovaConnect App, or any part of them, at any time in our absolute discretion. Our right to do so will not prejudice any other right or remedy we may have in respect of any breach of these Terms and Conditions by you, or any rights, obligations or liabilities accrued prior to terminating your access to the NovaConnect App.
- 15.2 Subject to the Terms and Conditions, your use of and access to the NovaConnect App may be terminated at any time by us if we decide to no longer continue to offer the NovaConnect App. We will give you prior notice if that occurs. All restrictions on use, licences granted by you and all disclaimers and limitations of liability by us will survive termination of your access to the NovaConnect App.

Privacy Collection Notice – NovaCare Connect application

NovaCare Community Services Limited (NovaCare, we, our, us) believes privacy is an important right of individuals. We take steps to protect your personal information from misuse and to use and disclose your information only in the ways described in this notice, our privacy policy and in accordance with the Privacy Act 1988 (Cth). The personal information we collect from you in relation to NovaCare's Connect application NovaConnect App is to assist us to provide home care services.

Collection of your personal information

The personal information we collect from you when you register for the NovaConnect App includes your name and email address.

The personal information that we collect from the customers or their representatives via the NovaConnect App includes:

- Your full name
- Phone number
- Email address
- Care Plan
- Information provided by you that we collect on a standard NovaCare Form

Use and disclosure of your personal information

The personal information we collect from you when you create and use an account for the NovaConnect App may be used:

- to create your NovaConnect App account.
- to assist NovaCare to provide to its customers their home care services in respect of their Home Care Packages and Commonwealth Home Support Program
- to link a customer's representative to a customer's NovaConnect App account; and
- for any other purposes related to, or otherwise necessary to achieve, the purposes listed above.

In using your personal information for the purposes described above, it may be necessary for us to disclose your personal information to our employees, third party service providers, including IT service providers, and your representative(s).

Otherwise, NovaCare will only use your personal information, or disclose it to another organisation or government agency, in circumstances where:

- you consent to that use and/or disclosure; and/or
- the disclosure is required or authorised by law (including where the use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of an individual).

Consent

By providing your personal information to us, you consent to the collection of that information for the purposes set out in this privacy collection notice. If you do not wish to provide your consent, please do not provide your personal information to us. If we do not collect this personal information or you only provide some of the personal information we request, NovaCare may be unable to register your NovaConnect App account or your access to and use of the NovaConnect App may be inhibited.

Your consent operates until such time as you tell us that you wish to withdraw your consent. You can withdraw your consent and close or deactivate your NovaConnect App account at any time. You can do this by contacting us by phone or email or using the functionality included in the NovaConnect App, where available.

Further information

Our privacy policy provides further details on how we manage your personal information, including how you can request access to, or seek correction of, the personal information we hold about you and the options available to you should you have a complaint about how we manage the privacy of your personal information.

You can access our privacy policy by contacting our office by:

Phone : 1300 363 654
E-mail : support@novaCare.org.au or
Post : The CEO NovaCare
P.O. Box 240
CARRINGTON NSW 2294