

## Website Terms of Use

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This website is operated by MO Health. As a user of this website, you are bound by the following Terms of Use and you should carefully read and review all of these terms.

This website is provided for the general information of users only and should not be relied upon without first checking with us. In particular, if you anticipate treatment or plan a procedure for which you are expecting a benefit, please contact us before commencing treatment to confirm that the benefit will be paid.

### Licence

MO Health grants to you a licence to use its website, and by accessing the website you accept and agree to these Terms of Use pursuant to this licence you acquire a non-exclusive right to:

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- for the purpose of transacting business with MO Health; or
- as a personal record of business which you have transacted with MO Health; and for no other purpose.

## Your Obligations

You agree:

- Not to use any material on the website for a commercial purpose, or copy, reproduce, transmit, distribute, link to, frame, adapt, alter, vary or modify any material on the website except as expressly authorised by these terms or with the written consent of MO Health but if you are an internet service provider, you may supply materials on this website to your subscriber.
- Not to use the website for any illegal activity or in a way which defames, harrasses, threatens, menaces, offends any person, or inhibits or restricts the use of the website by any other person.'
- Not to make any false statement request or claim to MO Health.
- Not to use another person's name, user name or password to access the website or receive services offered by MO Health.
- Not to knowingly transmit any virus or disruptive or disabling feature to MO Health.
- Not to permit any other person to do any of the things which you agree not to do.
- To destroy any copies, electronic and printed, or any material obtained from this website that you have in your possession or control or otherwise return or dispose of such material as directed by MO Health, if at any time MO Health terminates this licence.
- That MO Health can use, reproduce, publish, modify, adapt or transmit any information which you post on the website or transmit to MO Health, without restriction and free of charge, subject to the MO Health Privacy Statement and RACQ Privacy Statement.
- To indemnify and keep indemnified MO Health against all liabilities, damages, claims, losses, costs and expenses which MO Health may incur to you or any other person as a result of your breach of the provisions of these terms.

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- you acting or relying on the material on this website, or
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## Jurisdiction and Geographic Limit

These Terms of Use are governed by and construed according to the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the Courts in Victoria in matters concerning this licence. MO Health Health Cover is only available to Australian Residents.

#### General

These Terms of Use must be read in conjunction with the myOwn Privacy Statement. If you are a member of MO Health you are also bound by the Terms and Conditions of Membership. If there is any discrepancy or difference between material on this website and material contained in any written publication, form, or agreement of MO Health then the written version prevails. If any of these Terms of Use are held by a court to be invalid, then the invalid Terms of Use shall be excised and the remaining Terms of Use shall continue in full force and effect. A failure by us to pursue any legal right against a user does not constitute a waiver by us of that right.

#### Definitions

In these Terms of Use:

- myOwn means MO Health Pty Ltd (ABN 32 611 323 034) and all or any of its related bodies corporate within the meaning of the Corporations Act 2000 (Commonwealth) and includes its officers employees and agents.
- link means any mechanism for providing a link or transfer from one location on the Internet (or a web page) to another location on the Internet (or a different web page or a different location on the same web page), and includes any mechanism for linking to, or providing access to, files via the Internet.
- material refers to any word, statement, photograph, graphic or any other thing appearing on or located on the website.
- member means a member of or contributor to a fund conducted by MO Health.
- Terms of Use, Terms means these Terms of Use or any of them or any modification, substitution, variation or amendment to these Terms of Use.

- third party site means any website owned or controlled by any person other than myOwn or MO Health.
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- the or this website means gmhba.com.au or any variation of this domain name or any web page or material which can be accessed through gmhba.com.au which is owned or controlled by MO Health.
- user, you or your (or any variation thereof) means or is a reference to a user of this website.