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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 you must not:

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- 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;
- 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 information you upload to this website or otherwise provide to AIA and to Discovery Holdings Limited, the Discovery Group of Companies, all its and their affiliates and subsidiaries and developers, using this website being used and otherwise dealt with in accordance with our AIA Australia Privacy Policy. You understand and agree that without such information, AIA and Discovery Holdings Limited, the Discovery Group of Companies, all its and their 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 on-line services will be recognized 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

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Community guidelines

Individuals may use the AIA Vitality community as a Guest. AIA Vitality community allows you to find out more information about health and wellbeing and to access some tools that can help you to with your health goals.

In addition to the above terms, if you use this website as a Guest of AIA Vitality community:

- 1 You are required to be 18 years of age to register on this website.
- 2 As part of this community aspect, you may post your personal opinions, messages and ideas to the website and to the discussion forums available on the website.
- 3 However, you undertake not to post content to the website that may be illegal, defamatory, infringing, harassing, obscene, commercial advertising, personal marketing, profane, untrue, incorrect or harmful, or which AIA regards as inappropriate, and you accept that AIA may remove this content from the website.
- 4 You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content from the website to AIA, and AIA may correct and/or remove such content or any part thereof if it feels that it is appropriate to do so.
- 5 AIA does not editorially control, filter or read your postings on the website on an ongoing basis, and you acknowledge and agree that AIA shall not be responsible, in any way, for any user postings. You also agree to indemnify AIA against any liability, claim, damage or loss of whatsoever nature that may result from your posting(s) to the website.
- 6 You accept that the community aspect is integral to the website and to the AIA Vitality community concept, and agree to respect and abide by these community guidelines at all times when accessing or using the website, and to interact and engage with fellow users with equal respect and dignity.
- 7 Please note that as a user of any of our community websites, you determine who will have access to your personal information when you invite them to view your profile. AIA cannot be responsible for any consequences that may result from access that you may have provided to any individual.

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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 Internet Explorer 6.0 or Mozilla Firefox 3.0 or above.

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