



myindici Terms of Use

Last updated: 20 October 2022

Introduction

Thanks for using **myindici**!

These Terms of Use ("**Terms**") describe your rights and responsibilities as a user of myindici websites (including www.myindici.co.nz) and mobile applications, collectively "**myindici**", which are made available by Valentia Technologies (NZ) Limited ("**Valentia**", "**we**" or "**us**").

These Terms cover any user of myindici, whether they are an account holder, medical practitioner or otherwise.

These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) (the "**Effective Date**"). These Terms do not have to be signed in order to be binding. You indicate your agreement to these Terms by clicking "I agree" (or similar button or checkbox) when accessing or using myindici. If you do not agree to these Terms, then you should stop using myindici.

By using myindici, you are also agreeing to be bound by the myindici Privacy Statement.

Please read these Terms and the Privacy Statement carefully.

1. Access to myindici

1.1 You may access and use myindici in accordance with these Terms.

1.2 You need to make all arrangements necessary for you to access and use myindici.

1.3 Recommended Browser: If you are accessing myindici via web browser, we recommend that you install and use the latest version of Chrome browser. We may recommend another browser from time to time.

1.4 Your obligations: You agree that, when using myindici, you will:

- (a) use it for your own non-commercial and personal purposes only (this includes accessing and managing the health information of another individual where you are authorised and permitted to do so);
- (b) comply with all laws and only use myindici in a way that is lawful;
- (c) comply with all myindici terms and conditions, policies and regulations published by us from time to time; and
- (d) notify us (and your medical or healthcare practitioner ("**your Practice**")) if you become aware of any security incident or privacy breach affecting myindici as soon as you become aware of it.

1.5 Restrictions: Except as expressly permitted in these Terms, you will not:

- (a) access, use or disseminate any information or files accessible via myindici, or otherwise use myindici, in a manner that violates any applicable law or regulation;
- (b) sell, transfer or redistribute myindici or any information included in myindici or use such information to market any product or service;
- (c) use myindici to knowingly send, upload, or in any other way transmit information that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or information of any kind;
- (d) circumvent any security or authentication measures applicable to myindici;
- (e) disable or circumvent any technical safeguards designed to protect myindici;
- (f) disable or circumvent any technical safeguards designed to protect the confidentiality, integrity or availability of any information or content available in or via myindici;
- (g) disassemble, decompile or reverse engineer myindici;

- (h) copy, reproduce, republish, disassemble, decompile, reverse engineer, download, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, exploit or otherwise use myindici or any related content;
- (i) permit unauthorised access to myindici or any software, hardware, files or information that forms part of or supports myindici;
- (j) interfere with the proper functioning of myindici;
- (k) remove any copyright, trademark or other proprietary rights notices contained in or on myindici;
- (l) interfere with any persons use and enjoyment of myindici; or
- (m) engage in any activity other than those expressly permitted under these Terms.

1.6 Changes to myindici: We reserve the right to change the myindici features and services at any time and for any reason.

2. Setting up your account

2.1 Registration: You will need to register with your Practice to create and use a myindici account ("**myindici Account**"). You will need to comply with the requirements of your Practice, including verifying your identity. In addition to these Terms, your Practice may also require you to agree to additional terms and conditions relating to its services made available via myindici. In some cases, you may have already completed documentation with your Practice relating to your myindici Account and, in the event of any conflict between such documentation and these Terms, then these Terms will prevail.

2.2 Gaining access on behalf of another person: If you are legally permitted or authorised to access the health information of another person who is registered with your Practice, then your Practice may grant you access rights for that person's health information through myindici. This will be at the discretion of your Practice and some additional terms and conditions may apply.

2.3 Terminating your access: You may terminate your access to myindici at any time by contacting your Practice directly to do so. Any information made available by your Practice to you using myindici and any information that you make available to your Practice via myindici is controlled and managed directly by your Practice.

2.4 Control of your information: Your Practice will retain control over all parts of your information made available by your Practice to you via myindici and any information made available by you to your Practice via myindici. If you are planning to transfer to a new medical practitioner at any time, then you should discuss this with your Practice in advance to understand how this information will be managed.

2.5 Contacting you about your myindici Account: You agree to us sending emails regarding your myindici Account and use of myindici to the email address nominated by you. We will assume that all emails that we send are read by you. It is important that you tell us and your Practice of any changes to your nominated email address.

3. Using your credentials

3.1 You will have credentials such as IDs and passwords (“**Credentials**”) to protect your myindici Account. It is important that you keep these Credentials confidential and do not share such information with any unauthorised person. Credentials are granted to individual, named persons, and may not be shared. You are responsible for any and all actions taken using your Credentials, and you agree to immediately notify us of any unauthorised use of which you become aware.

4. Your health information

4.1 Managing your health information: myindici enables you to access and manage your health information online, including information (e.g., medical records) made available by your Practice. You may share your information with third parties such as healthcare professionals, family and also with integrated devices. myindici may also enable you to access online health information and health management tools.

4.2 Accessing all your health information: Your Practice controls the health information that it makes available via myindici, and therefore decides what information is shown to you. The health information that is visible in myindici may not contain all the health information that your Practice holds about you. If you think that the information displayed in myindici is inaccurate or incomplete, or if you would like to request a complete copy of your health information then you should contact your Practice directly.

4.3 Changing your health information: You may not be able to change some information visible in myndici if this is managed by your Practice. If you wish to have any of this information changed (which you cannot change yourself), then please contact your Practice directly. Your Practice will decide what information to change, update or delete.

5. Minors, parents and guardians

5.1 Minimum age: You must be at least sixteen (16) years old to use myndici.

5.2 Request access on behalf of a minor: You may, as a parent or guardian of a minor, request to use myndici on behalf of a minor if you are permitted (under law) to act on behalf of the minor. You can contact your Practice directly who will decide whether to approve your request.

5.3 Additional terms and conditions may apply to parents / guardians: In addition to these Terms, your Practice may also require you to agree to additional terms and conditions relating to use of myndici by parents and guardians on behalf of a minor.

5.4 Parents / guardians are responsible: You agree that, as a parent or guardian using myndici on behalf of a minor, you are responsible for your use of myndici and all related activities.

6. Information

6.1 Privacy: The myndici Privacy Statement describes how we collect, use and share personal information about you, which is in accordance with the Privacy Act 2020. You consent to the collection, use and sharing of information as outlined in the myndici Privacy Statement.

6.2 Ownership of your information: You retain ownership of your personal information, including your health information, that you submit via myndici.

6.3 Sharing information with third parties: You may share available parts of your information (including health information) via myndici with third parties that you select. If you do share information with a third party, the shared information will remain in their possession (e.g., downloaded or printed) even if your access to myndici is paused or stopped for any reason. You should only share information where you trust the recipient and there is a

specific and important reason for doing so. If you share any information, then you are doing so entirely at your own risk. You agree that we have no control over and will not accept any responsibility or liability for your sharing of your information (including health information) via myindici.

6.4 Security: We implement and maintain physical, technical, and administrative security measures designed to protect your information from unauthorised access, destruction, use, modification, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications.

7. Content

7.1 Content type: The content in myindici may include personal and health information. myindici can also include content that comprises text, data, graphics, images, video or other similar content created by us or third parties. We do not ensure that the information is complete, accurate or up to date. We are not responsible for any content created or posted by third parties on myindici. Any views expressed by a third party do not represent our views unless specifically stated otherwise.

7.2 Third party websites: myindici may contain hyperlinks to websites operated by third parties, or to materials or information made available by third parties. We do not endorse these websites, or the information contained on or through them, which you may access and use at your own choice and risk. We are not responsible for any third-party site (or its availability) that is accessible through myindici, or how you use it.

7.3 Your content compliance obligations: You represent and warrant that you have all necessary rights in the content that you upload to or share via myindici. You agree that you will not upload, share, submit, or otherwise provide content that:

- (a) is sexually explicit;
- (b) is obscene, deliberately offensive, hateful or otherwise inflammatory;
- (c) promotes violence;
- (d) promotes or assists in any form of unlawful activity;
- (e) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- (f) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

- (g) is calculated or is otherwise likely to deceive;
- (h) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- (i) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- (j) implies any form of affiliation with us where none exists;
- (k) infringes Valentia's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right;
- (l) is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence; or
- (m) adversely affects our reputation or brand or those of our partners.

8. Intellectual Property

8.1 Intellectual property rights and Feedback: myindici is made available on a limited access basis, and no ownership right or interest is conveyed to you. We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to myindici and related products. From time to time, you may choose to submit ideas, suggestions or proposals relating to myindici or other products or services ("**Feedback**") to us. We may in connection with any of our products or services (including myindici) freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your confidential information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

8.2 No rights other than those expressly granted: Except as expressly permitted by these Terms, you shall not have any licence or right to use our intellectual property rights. You may not use myindici or any content saved or downloaded from myindici for commercial purposes without first obtaining a written licence from us to do so.

8.3 Removal of content: You acknowledge and agree that we may immediately remove any content from myindici without liability if we receive notice of any third-party claim.

9. Removals and Suspension

9.1 We have no obligation to monitor any content uploaded to myindici. However, if we deem such action necessary based on your violation of these Terms, or in response to third-party requests that we receive, we may (a) remove your information from myindici; or (b) suspend your access to myindici. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of myindici or other users, we may suspend your access or remove your information immediately without notice. We have no liability to you for removing or deleting your information from or suspending your access to myindici as described in this clause 9.1.

10. Warranties and Disclaimers

10.1 **Mutual warranties**: Each party represents and warrants that it has the legal power and authority to enter into these Terms.

10.2 **WARRANTY DISCLAIMER**: WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF MYINDICI WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR INFORMATION FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR INFORMATION WITHOUT LOSS. YOU UNDERSTAND THAT USE OF MYINDICI NECESSARILY INVOLVES TRANSMISSION OF YOUR INFORMATION OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR INFORMATION LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR INFORMATION WILL ALWAYS BE SECURE OR THAT UNAUTHORISED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10.3 **EXCLUSIONS**: WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE OTHER THAN THOSE EXPLICITLY SET OUT IN THESE TERMS.

10.4 **NO MEDICAL OR PROFESSIONAL ADVICE PROVIDED**: WE DO NOT DIRECTLY OR INDIRECTLY PROVIDE MEDICAL OR PROFESSIONAL ADVICE OR DISPENSE MEDICAL OR PROFESSIONAL SERVICES VIA MYINDICI, AND NOTHING CONTAINED IN OR ACCESSED THROUGH MYINDICI SHOULD BE INTENDED TO BE MEDICAL OR PROFESSIONAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU SHOULD ALWAYS SEEK THE ADVICE OF QUALIFIED PROFESSIONALS, INCLUDING YOUR PRACTICE, BEFORE UNDERTAKING ANY ACTION OR RELYING ON INFORMATION IN OR ACCESSED THROUGH MYINDICI.

11. Liability

11.1 **NO CONSEQUENTIAL LOSSES**: WE WILL NOT, EXCEPT AS STRICTLY REQUIRED BY LAW, HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE INFORMATION, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.2 **LIABILITY CAP**: TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY (AND THAT OF OUR PARTNERS, SUPPLIERS AND/OR LICENSORS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR USE OF MYINDICI, OR OTHERWISE IS LIMITED TO NZ\$100.

11.3 **Consumer rights**: This clause 11 does not affect any legal rights you may have as a consumer in relation to defective services or software.

11.4 **Reliance on these Terms**: You acknowledge that we have made myindici available to you in reliance upon these Terms (including this clause 11).

12. New Zealand Use

Access to myndici is administered in New Zealand and is intended for users in New Zealand. You may not use myndici in any other jurisdiction. It is your responsibility to ensure and confirm that you are (and your use of myndici is) compliant, at all times, with all applicable laws and regulations in New Zealand.

13. Dispute resolution

13.1 Resolving a dispute: In the event of a dispute or claim arising out of or relating to these Terms, the parties will consult and negotiate with each other and attempt to reach a solution that is satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under these Terms pursuant to clause 16 (Governing Law & Jurisdiction). All negotiations pursuant to this Clause 13.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

13.2 Injunctive relief: Nothing in these Terms will prevent us from seeking urgent equitable relief before the Courts.

14. Other Important Terms

14.1 Severability: If any clause, term or provision in these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the clauses, terms and provisions in these Terms shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14.2 No waiver: No delay or failure to exercise any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

14.3 Electronic agreement: Your use of myndici may include the ability to enter into agreements and/or to confirm transactions electronically and you agree to be bound by such agreements and transactions.

14.4 Assignment: We may assign or novate these Terms at any time and at our sole discretion.

14.5 Entire agreement: These Terms (including the myndici Privacy Statement) constitute the entire agreement between you and us regarding myndici, and replace all previous communications and agreements (including representations) whether oral or written.

14.6 Conflict: If there is any conflict between these Terms and any other specific terms entered with us, then the specific terms will control unless stated otherwise.

14.7 Notices: Notice under these Terms must be in writing and is deemed given when delivered in person (when received), by email (upon confirmation of receipt) and by registered post (2 business days after sending).

15. Amendments

We may modify these Terms (including the myndici Privacy Statement) from time to time, with notice to you in accordance with Clause 14.7 (Notices) or by posting the modified Terms on our website (and/or myndici). Any such changes will take effect on the specified date (where applicable) or when you first use myndici after the changes have been notified to you. If you do not agree to the changes then you should stop using myndici.

16. Governing Law & Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of New Zealand and the New Zealand Courts shall have exclusive jurisdiction.

myindici Privacy Statement

Last updated: 1 January 2022

1. What this policy covers

Your privacy is important to us. We want to be open and clear about how we collect, use, and share information about you. This policy is intended to help you understand:

- What information we collect about you
- How we use information we collect
- How we disclose information we collect
- How we store information we collect
- How we deal with third party links
- How you can exercise your rights
- What cookies we use
- Other important privacy information

This Privacy Statement applies to the use of the myindici websites (including www.myindici.co.nz) and mobile applications, collectively “myindici”, which is made available by Valentia Technologies (NZ) Limited (“**Valentia Technologies**”, “we” or “us”), and the information collected by us through myindici.

myindici is a portal that enables you to access and manage your health information online, including information (e.g., medical records) made available by your Practice (as defined in the Terms of Use). You may share your information with third parties such as healthcare professionals, family and also with integrated devices. myindici may also support access to online health information and health management tools from time to time.

By using myindici, you agree to be bound by the Terms of Use and this Privacy Statement and acknowledge and agree that you are aware of the collection, use and disclosure of your personal information in the manner set out below.

YOU SHOULD NOTE THE FOLLOWING:

- Your Practice: In relation to any information which you wish to add / share via your myindici Account (as defined in the Terms of Use), this information will be passed securely to your Practice. Your Practice is responsible for this information. We must follow the instructions provided by your Practice when dealing with this information.
- Your medical record: You may use myindici to access elements of your medical record. Your Practice decides who can access your medical record. We must follow the instructions provided by your Practice when dealing with this information. This Privacy Statement does not cover your medical record. You should contact your Practice if you have any questions regarding access to, the use of, or the contents of, your medical record.

Please read the following terms carefully to understand our practices regarding your personal information and how we will treat it.

2. What information we collect about you

We may collect and process the following types of personal information about you (or, as may be applicable, the person to which the myindici Account relates, if different e.g. minor):

(a) **Submitted Information** which comprises:

- (i) information that you may provide when you download an app, access and use myindici, when you report a problem with myindici. This may include your name, date of birth, NHI number, email address, phone number, device number, username and password;
- (ii) information you provide when using myindici and managing your myindici Account. This may include health information such as medical history, lab results, medication and prescription information etc;
- (iii) if you contact us, we may keep a record of that correspondence;
- (iv) information provided when submitting or updating a request for support or contacting our support teams;
- (v) details of your communication and marketing preferences that you may provide;

(vi) information provided in response to any surveys or requests for information which we may send to you from time to time or which you complete via myindici (in line with your communication and marketing preferences as referred to above); and/or

(vii) information collected as a result of any monitoring which may take place. We may monitor certain interactions between us in order to comply with any legal obligations, to detect fraud or criminal activity as well as for training purposes.

(b) **Device Information** which comprises information we collect about you and your device. Each time you visit myindici, we may automatically collect the following information:

- technical information, including the type of device you use, a unique device identifier, mobile network information, your mobile operating system, and time zone setting;
- details of your use of myindici and the resources that you access; and
- health information stored on your device which you have explicitly consented to sharing, including the device used to collect that information.

(c) **Practice Information** which comprises information we collect about you from your Practice, where such information is necessary for us to manage your myindici Account.

3. How we use information we collect

We may use your personal information as follows:

(a) we may use Submitted Information to manage your myindici Account, to provide technical support, to contact you to notify you regarding any important updates relating to myindici, to answer queries you might have regarding myindici and for our own internal administrative purposes;

(b) we may use your personal information to help us to verify your identity, where appropriate, by cross-checking the records kept by your Practice (to help keep your information secure);

- (c) we may use your personal information to facilitate bookings for the services offered by your Practice;
- (d) we may use your personal information to provide you with choices regarding certain personal information uses, particularly around marketing and advertising;
- (e) we may use any health information you submit through myindici only for the purposes of storing that information and to make it available to you and/or (with your consent) third parties (including your Practice), as you may request from time to time;
- (f) we may use survey information for the purposes outlined in the relevant survey or request for information (referred to generally as 'surveys');
- (g) we may use your email address to send you a newsletter (by creating a myindici Account, you consent to our doing so); to which you can unsubscribe at any time;
- (h) we may use Device Information to help ensure that myindici presents the correct version and data for your device and for security and audit purposes and to ensure that we are able to support your use of myindici;
- (i) we may monitor activity to help protect our users from security threats and to detect if users are trying to misuse any element of myindici and/or to use it in an unauthorised way. We may also use your contact information to alert you to any relevant security issues or safety concerns of which we are aware;
- (j) we may monitor user behaviour to help us to understand general usage of myindici to help us improve the services we provide. We may conduct statistical analysis in respect of myindici either ourselves or through an agency acting on our behalf, which shall be required to maintain the confidentiality of the information and be restricted from using it for any other purpose; and
- (k) we may combine any category of information with any other category of information and will treat the combined information as personal information in accordance with this Privacy Statement for as long as it is combined.

We will only use your personal information for the purposes outlined above except where you have otherwise consented to use of your personal information, or we are required or permitted by law to use your personal information.

If we collect, hold or process personal information in ways other than as stated in this Privacy Statement, we will do so in accordance with the requirements of the Privacy Act 2020.

4. How we disclose information we collect

We may disclose your personal information to third parties as follows:

- (a) if we are under a duty to disclose or share your personal information to comply with any legal or regulatory obligation or request;
- (b) to a sub-contractor appointed by us to deliver elements of myindici on our behalf and under our control. Any access we might grant to a sub-contractor will be limited to such information as is required for them to deliver the relevant service and will be subject to a contract which includes appropriate obligations of confidence and compliance with applicable law;
- (c) if instructed by you to do so through your use of myindici;
- (d) to your Practice in respect of its services offered through or arranged via myindici;
- (e) in accordance with any instructions that we receive from your Practice;
- (f) to enforce or apply the Terms of Use and other agreements or to investigate potential breaches of same; and/or protect the rights, property or safety of Valentia Technologies, our customers, or others (acting at all times in accordance with our obligations under the Privacy Act 2020 and the terms of our agreement (if any) with your Practice);
- (g) in connection with a potential sale or transfer of part or all of our business. In such circumstances we may share information with prospective purchasers (for example as part of a controlled due diligence exercise); and

(h) if we reorganise our business as we may need to transfer information about you to another member of our group of companies so that we could continue to make myindici available to you.

International transfers of information we collect: If we need to disclose personal information to Valentia Technologies group companies or third-party service providers and/or contractors based outside of New Zealand, we will take reasonable steps to ensure that any recipient of personal information from us: (i) is subject to comparable privacy laws as set out in the Privacy Act 2020; (ii) is required to keep the information confidential and secure in a manner consistent with the requirements of the Privacy Act 2020; and (iii) is required to only use the information in accordance with our instructions. Any such disclosure of information does not change any of our commitments to safeguard your personal information.

5. Storing your information

We normally store your personal information in New Zealand using commercially reputable hosting providers in accordance with best practice. We take reasonable measures to ensure that the personal information we hold is stored in a secure environment and is protected from unauthorised access, disclosure, and modification. We take reasonable steps to ensure that the personal information we hold is complete, up-to-date, and accurate.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of any information transmitted to myindici; any transmission that you make is therefore made at your own risk. However, once we have received your information, we will use strict procedures and security features designed to prevent any unauthorised or unlawful access to same and all information you provide through myindici will be stored securely.

You are responsible for maintaining your Credentials (as defined in the Terms of Use) in a safe and confidential way and in accordance with the Terms of Use. You are also responsible for ensuring that your own devices are properly secured.

You may terminate your access to myindici at any time by contacting your Practice directly to do so, which will result in deletion of your myindici Account. Any information made

available by you or your Practice using myindici will be stored, controlled and managed by or on behalf of your Practice. We will retain a record of your personal information in accordance with relevant law and where (i) we have a reasonable business need to do so (ii) we are providing products and/or services to you and then for as long as someone could bring a claim against us in respect of those products or services; and/or (iii) in line with any legal and regulatory requirements or guidance in respect of retention periods.

We are not liable (in any way) for events that are beyond our reasonable control.

6. Third party links

myindici may, from time to time, contain links to and from third party websites. If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them will have their own privacy statements, policies and terms of use and that we do not accept any responsibility or liability for same (and how they may be applied) or for any personal information that may be collected through those third party websites or services. You are advised to read any relevant third party terms, notices and policies before you provide any personal information to those websites or use their services.

7. Your rights

You have rights regarding the manner in which personal information relating to you is used. We have outlined the following rights which we believe may be relevant to your use of myindici:

(a) Access to information

You have the right to access certain information we hold about you. You can exercise your right of access by making a 'subject access request'. We will review each request and will act reasonably to ensure that you have access to your information.

Please note that certain of your information (including personal information and health information) processed in or through myindici is controlled by your Practice in accordance with its own privacy statement. If you have any queries regarding such information or wish to request access to same, then please contact your Practice which will process your request directly.

(b) Right to have information corrected

We will generally rely on you to ensure the information we hold about you is accurate and up to date. If you identify that any personal information that we hold about you is wrong, inaccurate, or out-of-date then you may ask us to correct or update it. You must not act on or use information that you suspect is inaccurate. It is important that you keep your contact details up to date.

(c) Right to complain

If you wish to make a complaint about how your personal information is collected or used, please contact us using the contact information provided below. If you are still unhappy with the response you can call the Office of the Privacy Commissioner toll-free on 0800 803 909.

If you would like to exercise any of these rights then please contact us using the contact information provided below. Please note that you may be asked to provide us with reasonable proof of your identity so that we can be sure that we are discussing or providing your personal information with, or to, you (or if someone is making a request on your behalf, we need to check that they have the authority to do so).

8. Cookies

We use temporary cookies on myindici which are deleted upon your signing out of your myindici Account.

9. Amendments

We may amend this Privacy Statement at any time. We recommend you check this Privacy Statement regularly. Any such changes will become binding on you upon your first use of myindici after the changes have been implemented. **If you do not agree to the changes then you should cease using myindici.**

10. Queries

If you have any questions about this Privacy Statement or how we handle your personal information, please contact our Privacy Team by email at privacy@valentiatech.com.