

Terms and Conditions

Summary:

Welcome to the Asthma Connect Program, a self-management support service offered via various digital platforms such as mobile app, web app, text messages, and videocalls / education sessions. Please read the full Terms and Conditions below. Here's a quick overview of important points:

i. Your Responsibilities

- a. You must be **18+ years old** and residing in **Australia** to use this service.
- b. You agree to **keep your login details secure** and not share your account.
- c. You are responsible for ensuring that the health information you provide is **accurate and up to date**. The support you receive is entirely dependent on the information you provide.
- d. Participation is **voluntary** and intended to **support**, not replace, your regular asthma care.

ii. Important Disclaimers

- a. This program is **not suitable for emergencies**. In case of severe symptoms or an asthma attack, **call 000 immediately**.
- b. Educational services:
 - i. **Do not replace** in-person medical consultations,
 - ii. Are subject to **availability**,
 - iii. May **not include prescriptions** unless legally permitted.
- c. Your health data will be collected, stored, and used in accordance with the **Australian Privacy Act 1988**, and will be securely retained in an Asthma Australia server for a minimum of 7 years from the last contact with the individual.
- d. The retention period of data transferred to the University of Newcastle systems, for research purposes, will be stored for up to 15 years post study completion.
- e. A user's data can be deleted and/or destroyed upon request, where it is not required to be kept by law.

1. Introduction

- a. These terms and conditions shall govern the use of the Asthma Connect Program, including its' digital platforms such as mobile app, web app, text messages, and videocall / educational sessions.
- b. To use the Asthma Connect Program, you must accept the Terms and Conditions. If you do not, you will not be able to access and use the program nor its applications.
- c. We (Asthma Australia and the University of Newcastle) reserve the right to make alterations to these terms and conditions. Any updates or changes will be notified to you, the users, via our system. To continue to use our service, you will be asked to accept the updated Terms and Conditions. If you do, those updated Terms and Conditions will take immediate effect. If you do not, you will no-longer be able to use our services.

2. Disclosure information

- a. Asthma Australia is a Not-for-Profit organisation registered in Australia under the ABN 91 609 156 630. The registered address of Asthma Australia is Asthma Australia Ltd. Level 13, Tower B, 799 Pacific Hwy, Chatswood, NSW, 2067, Australia. The University of Newcastle is registered in Australia under the ABN 15 736 576 735. The registered address of the University of Newcastle is University Drive, Callaghan, NSW, 2308, Australia.
- b. You can contact Asthma Australia at info@asthma.org.au or 1800 Asthma (1800 278 462).

3. Copyright notice

- a. The University of Newcastle and Asthma Australia own and control all copyright and intellectual property (IP) rights in our platforms, including all material shown within our platforms, except where acknowledgement and permissions are provided.
- b. Unless you own or control the relevant rights to the material within our platforms, you must not, without prior agreement from us:
 - i. Publish any material from our platforms.
 - ii. Exploit material from our platforms for any other reason than its intended purpose.
 - iii. Edit or modify any content, other than what is required, within our platforms.
- c. Access to the Asthma Connect program may enable your device to download or copy materials from within our system. By accepting these terms and conditions you agree not to use these, or any other downloaded or accessed material from our platforms, for any other use, than for your own personal use and not to use it, in any form of commercial capacity.

4. Wrongful use of the Asthma Connect program

By agreeing to these terms and conditions you agree to not:

- a. Take any action that causes, or may cause, damage to the performance, availability or security of our program (mobile app, web app, text messages, and videocall / educational sessions).
- b. Take any action deemed as unlawful, illegal or fraudulent (we reserve the right to make judgement of this).
- c. Perform any testing of our program's vulnerability without our prior permission.
- d. Use our program to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software.
- e. Use our program to harass, abuse, vilify, or unfairly treat any other person. Asthma Australia and the University of Newcastle reserve the right to discontinue any service, call or account that is associated with inappropriate conduct.

5. Registration of user account

- a. To be eligible to register for an account you must be over the age of 18 and reside in Australia.
- b. Participation is voluntary and may not be suitable for everyone with asthma - it's meant to support, not replace clinical care.
- c. To create an Asthma Connect account, you will receive an invitation email from Asthma Australia. Contained within this email will be a link to create an account. By clicking on this link, you will be taken through onboarding, where you can create your personal password, accept the terms and conditions and privacy policy and enter your details for account personalisation.
- d. The account will be yours until it is no longer required. You agree to not allow any other person other than Asthma Australia and the University of Newcastle access to your account, without your prior permission.
- e. You must notify us immediately if you become aware of any unauthorised use of your account.

6. User Log in Details

- a. Creating an account to access your application(s) will require you to choose a suitable password. This must meet security password requirements.
- b. You must keep your password confidential to ensure the security and integrity of your information.
- c. If you do not keep your password confidential you may be held liable for any losses arising from the disclosure, and we hold no responsibility or liability following damages caused by the alteration or access to your information.
- d. We reserve the right to request you to change your password at any point.
- e. For additional security, you can set-up multi-factor authentication (MFA) on your account.
- f. Setting up multi-factor authentication (MFA) means you can be sent an additional authentication code to enter when prompted by the application. This additional check will be sent to a device identified by you and aims to check you are the registered owner of the account.

7. Conduct and rules

You agree that the information added, either written or by attachment/upload through our service shall not;

- a. Be untrue, false, inaccurate or misleading.
- b. Contain racial or religious hatred.
- c. Be offensive or cause annoyance or needless anxiety for any other person(s).

8. Termination or suspension of your account

- a. We reserve the right, to suspend, cancel or edit your account at any time without notice to you, upon discovery of wrongful use the Asthma Connect program.

- b. You may also cancel your account by contacting us directly via info@asthma.org.au or 1800 Asthma (1800 278 462).
- c. If you are unhappy with our service, you can contact us directly to discuss the issues via info@asthma.org.au or 1800 Asthma (1800 278 462).
- d. You agree that if we have taken steps to execute section 8, for any reason outlined that you will not take steps to gain access to our service via additional account creation without our prior approval.

9. Our rights to your information

- a. For these terms and conditions 'your information' means any information that you input into our systems and/or Asthma Australia input into our systems about you and any additional services that you have freely agreed to. This could be campaign or video content where you have taken part.
- b. You have agreed for us to use, reproduce, store and publish additional content that you have participated in, through the Asthma Connect program, onto our platforms
NB: - Examples might include the publication of case reports, testimonials or video content.
- c. You may edit your information to the extent permitted using the editing functionality made available within your account.
- d. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.
- e. You grant to us the right to bring an action for infringement of the rights licensed under Section 7.
- f. You agree that your information will be processed in line with our privacy policy. Sensitive health data will be handled in accordance with the Australian Privacy Act 1988, including transmission via text message and telehealth. By using this service, users consent to the collection and use and disclosure of their health information within the Asthma Connect program, in compliance with the Australian Privacy Act 1988.
- g. In accordance with our privacy policy, after deletion or termination of your account, Asthma Australia will securely store your data for a period of no longer than 7 years. The University of Newcastle will securely store your data for a period of no longer than 15 years after the completion of research conducted. Users can request the deletion of their data upon account deletion or termination.
- h. Your data may also be used for research and reporting purposes in a deidentified form.

10. Warranties & Limitation of Liability

- a. We aim to ensure that information published on this system to be accurate and up to date with current knowledge but, this cannot always be done with immediate effect therefore, you understand that our service should not be used in place of professional advice, or consultations with your healthcare professional(s).
- b. The Asthma Connect Program is not a substitute for emergency medical care. In case of an asthma emergency or severe symptoms, you should call 000 or seek immediate medical attention.
- c. Videocalls / educational sessions, services and consultations with an Asthma Educator is not a replacement for consultations with any other healthcare professional.
- d. Videocalls / educational sessions, services and consultations are not:
 - i. A full medical replacement for in-person visits
 - ii. Are subject to availability.
 - iii. May not involve prescription services unless allowed by law and platform capabilities.
- e. We do not give warranty, condition, guarantee or representation, whether expressed or implied, relating to information contained in our system or any other system to which it may be linked.
- f. You acknowledge that Asthma Australia and the University of Newcastle, including its employees, holds no responsibility for any claims, losses, damages, whether direct or indirect, arising from misuse of and/or inappropriate reliance on the best practice content, contained within our system, to assist with self-management.
- g. You acknowledge that Asthma Australia and the University of Newcastle shall not be held liable, regardless of the form of action, whether in contract, in tort (including negligence) and for breach of statutory duty, or otherwise whatsoever, for any loss of profit, business, contracts or revenues, or any special, indirect or consequential damage whatsoever, arising out of the use of our system.
- h. We hold no responsibility to any third-party links you access, as these are not under our control and therefore, not responsible for their content.
- i. We will not be liable to you in respect of any losses arising out of an event or events beyond our reasonable control.
- j. You understand that text messages may not be encrypted or secure and accept the associated risks of receiving health-related content via this medium.
- k. We strive to make our services accessible but cannot guarantee compatibility with all devices or assistive technologies.
- l. Third-party service providers may be used to deliver components of the program (e.g., text message, telehealth calls). These services are subject to their own terms of use and privacy policies.

11. Digital Platforms

- a. You acknowledge that Asthma Australia and the University of Newcastle reserve the right to make alterations to the program and platforms at any time. The alterations may include but not limited to updating educational information, removing existing functionalities of the platforms or adding new functionalities.
- b. The performance of digital platforms (e.g., speed) depends on many factors such as internet speed, number of users at a time, specifications of your device etc, and you acknowledge that the performance of digital platforms may vary from time to time.
- c. We have taken every step to ensure that the content of the educational materials is up-to-date and accurate. However, there might be a delay in updating the information and errors may appear due to human error. You acknowledge that Asthma Australia and the University of Newcastle shall not be held liable for these unintended errors. You can report any such errors by contacting us.
- d. We have taken every step to ensure that all the functionalities of the platform work as intended. However, errors might occur due to human errors or software bugs. You acknowledge that Asthma Australia and the University of Newcastle shall not be held liable for these unintended errors. You can report any such errors by contacting us.
- e. We have the right to permanently stop, temporarily stop (pause) and/or resume the entire program/service/s or parts of the program/service/s at any time. You acknowledge that Asthma Australia and the University of Newcastle shall not be held liable for such service interruptions.

12. Law

These terms and conditions shall be governed and interpreted in accordance with Australian law and be subject to the exclusive jurisdiction of the Australian courts.

13. Entire Agreement

These terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of the Asthma Connect program and its service(s) and shall supersede any previous terms and conditions that have been agreed to.