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| You will be sent a confirmation email and requested to login to <http://health365.co.nz>  You will be given a user name  You will be given a TEMPORARY password that will expire after 72 hours  You will be asked to change your password when you login  You can download the “User Guide” on how to use Health365  Please contact reception at Central Health if you need further assistance |

Terms and Conditions – **General**

1. Welcome to the Health365 website ("Website"). This Website is provided by My Connection Limited trading as Health365 ("we").
2. Thank you for taking the time to read these Website Terms of Use ("Terms of Use") which apply in respect to your use of the Website and all information, products and services we offer or provide on the Website ("Website Services"). By signing up on the Website you represent that you have read, understood and agree to be bound by these Terms of Use.
3. By accessing and using the Website you are deemed to have agreed to these Terms of Use. If you do not agree to be bound by these Terms of Use, you must stop accessing and using the Website and all Website Services immediately.
4. The information contained on this Website is provided for general information only and is for the purpose of informing you about the Health Information held by your General Practitioner. Nothing on the Website is or shall be deemed to constitute advice or any form of recommendation and you must not rely on any statement without taking specialist advice.
5. While Health365 and your practice will endeavour to keep the contents of the Website up to date and accurate, we do not warrant or represent to you or any other person that such content is accurate or up to date at all times.
6. Health365 will provide the Website and any Website Services that you request with reasonable care and skill, however we do not represent or warrant that the Website or any Website Services will:

a. operate on a continuous or fault-free basis or at any particular time or location;

b. be secure or private;

c. be free of viruses or other harmful features (including any files displayed or obtained from or through the Website or the Website Services or any website linked to it).

1. We will endeavour to have functionality to the Website and any Website Service restored as soon as reasonably possible in the event of an outage or other technical fault.
2. To the fullest extent permitted by law, Health365 and its officers and employees will not be liable whether in contract, tort (including negligence) or otherwise to you or any other person for any loss or damage (whether direct, indirect, consequential or special) arising directly or indirectly from any errors or omissions in the information contained in this Website or any Website Services or any delay or interruption to or use whatsoever of the Website or Website Services, or any failure to comply with clauses 6(a) to (c).
3. We will take reasonable steps to protect the personal information of our customers from misuse and loss, unauthorised access, modification or disclosure.
4. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reasons beyond our control and in such an event we will endeavour to have functionality to the Website and any Website Service restored as soon as reasonably possible.
5. Health365, its licensors or its suppliers own all copyright and other intellectual property rights in the information contained in this Website or otherwise connected with this Website or the Website Services. No part of this Website or the Website Services may be modified, reproduced, transmitted, stored or otherwise dealt with (including in any other website or other electronic form) except as expressly provided for on the Website or with the prior written consent of Health365, except that you may print, or download to your hard drive extracts from the Website for your own personal use and must not use it in a commercial way. All other rights which are not specifically granted are reserved.
6. While using the Website or any Website Services you must ensure that: a. all information which you supply to Health365 is current, complete and accurate; and b. you comply with all applicable laws, regulations standards and codes of conduct.
7. You may not: (a) use the Website in any manner which could damage, disable, or impair it or interfere with any other user's use and enjoyment of the Website; (b) use the Website to defame, abuse or harass others; (c) through the Website distribute any material which is unlawful, obscene or defamatory; or (d) obtain access or attempt to obtain access to any content on the Website through any means not made available to you, for example reverse engineering, or deliberately and/or maliciously vandalising the Website
8. You accept all responsibility for your use of the Website and/or the Website Services and you indemnify Health365, its officers and employees against all costs, expenses and damages incurred in connection with any claim brought by a third party against Health365 arising from your use of this Website or the Website Services, a breach of these Terms of Use or a violation of any rights of another party. We may suspend or terminate your use of the Website or any Website Services at any time in the event you breach these Terms of Use or if you do anything that Health365 considers may jeopardise the Website. In the event that your access to the Website is suspended or terminated, all restrictions on you and disclaimers, exclusions and limitation of Health365’s liability set out in these Terms of Use will survive such suspension or termination.
9. The contents of this Website may contain links to other third party sites. These sites are not under the control of Health365, and Health365 is not responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by you or any other person from accessing, using or relying on any linked site or trading with third parties. The inclusion of any link in this Website is provided as a convenience only and does not imply endorsement, recommendation or warranty by Health365 of the linked site or the products and services provided there or any association with its operators. Use of or reliance on the contents of these websites is at your own risk.
10. Health365 may prohibit links to this Website and you agree to remove or cease any link on our request. You may not frame any part of the Website material.
11. Any transaction you enter into with any advertiser or other third party appearing on this Website is solely between you and the advertiser or other third party. Health365 is not responsible or liable for any part of any such transaction.
12. We may change these Terms of Use at any time without notice, and any revised Terms of Use located on the Website from time to time will apply to your use of the Website or any Website Services. All other information contained in this Website, including, in particular, subscription pricing details and the Health Information maintained by your General Practitioner is also subject to change at any time, without notice. The contents of this Website have been prepared in accordance with New Zealand law. The contents of this Website and any contracts formed with Health365 arising out of this Website or the Website Services are governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.
13. All dollar figures stated in this Website (including, but not limited to, premiums and benefit limits) are in New Zealand dollars and include goods and services tax (unless otherwise stated).
14. If you have any questions, concerns or complaints in relation to this Website, the Website Services or these terms of use please contact MyConnection Limited by sending an email to [info@myconnection.co.nz](mailto:info@myconnection.co.nz) or telephoning +64 (09) 303 1806.