



NTI NOW Terms and Conditions

The NTI NOW Services is provided to authorised users of the NTI Intermediary and its representatives. You must only use the Service to access authorised content and applications. You agree to use the Service in a professional, proper and ethical manner and not for any illegal or unlawful purpose. You agree to use the Service in the manner instructed by us from time to time. You agree not to use, reproduced, adapt, recompile, decompile, distribute or transmit in any form by any process any information, data, link or material contained on this Service for any purpose other than that state above.

To provide you with the ability to access a dashboard which houses the status of your claim(s) you have agreed to follow the Terms of Use and these Terms and Conditions.

1. General

These Terms of Use provide the overall understanding of an agreement between the parties as to the Service. A Notice will be treated as having been received at the time of delivery, on the third business day after posting, if sent by fax or email, when transmitted to the correct fax number or email address, if sent by electronic communication, when the electronic communication enters the information system of the recipient.

2. Contacting us

If you have any technical issues when using this NTI NOW platform or any suggestions on how we can improve our service to you, please contact your NTI State Development Specialist.

3. Complaints

If you wish to make a complaint about a breach of our Privacy Policy at privacy@nti.com.au, or any of the privacy principles of the Privacy Act 1988 (Cth) you can contact us using the contact details on our Website. www.nti.com.au/privacy

4. Logging on-line and Access

When You use our NTI NOW platform You will learn more about your claim and the status of your claim through a dashboard. When and if you decide to participate in We need you to know some important things:

- Access to NTI NOW is accessible only through the use of usernames and passwords.
- Users can apply for access to NTI NOW by contacting their local NTI State Development Specialist.
- User access to NTI NOW must be authorised by the intermediary principle (or NTI NOW account decision maker within the intermediary nominated by the intermediary principle). The NTI State Development Specialist will verify in writing with the intermediary principle (or NTI NOW account decision maker within the intermediary nominated by the intermediary principle) that the user requesting permission is authorised to have access.
- The email address for the user will become their username and must be unique to the individual (e.g. not info@email) and linked to the intermediary domain (e.g. @gmail.com, @yahoo.com email addresses are not permitted).
- For approved users, a welcome email will be sent to the user's email address with a link to enter their username and a temporary password.



- The user will then be sent a verification email, with a link to change their password.
- User passwords must be:
 - at least 8 characters;
 - contain at least one capital letter;
 - contain at least one lowercase letter;
 - contain at least one number;
 - not be their username

Log-in Member Access:

This platform is accessible only through the use of usernames and passwords. You are responsible for:

- Maintaining the security and confidentiality of your password;
- All activities undertaken using your username and password;
- Notifying NTI immediately if you lose your username or password or suspect the confidentiality of your username and password has been compromised; and
- Destroying your username and password immediately if access is revoked;
- You must notify NTI if any user is no longer eligible to access the NTI NOW platform so their user access credentials can be revoked.

You MUST NOT:

- By-pass or attempt to by-pass any of the security devices incorporated into the web site;
- Use a username or password other than your own; or
- Disclose your username or password to anyone

If you are no longer entitled to use your username and password allocated to you, your access shall be immediately revoked.

Any corrections, errors or omissions need to be advised to your NTI State Development Specialist as soon as practicable.

The Services from this platform involves you providing and sending electronic instructions to Us, and reviewing your dashboard where the claim(s) information will be housed. You need to check at your convenience the status of your claim(s).

We will assume that an electronic instruction is authentic. We have no obligation to authenticate the person issuing or transmitting the electronic instructions, or to verify the accuracy or completeness of the electronic instructions. We may act on electronic instructions received or sent via our platform, without reference to You.

5. Acceptance of Terms

There are Terms of Use that govern your use of this platform. Your use of and access to this platform is conditional upon your acceptance and compliance with these and our NTI NOW Terms and Conditions. Your use of and access to this platform constitutes your agreement to be bound by these Terms. From time to time NTI NOW may change these Terms of Use, and Terms and Conditions, without notice. Any subsequent use of or access to the NTI NOW platform by you will mean that you have accepted the changes to these Terms of Use.

6. System Requirements

To get the best from this platform we recommend that you use Google Chrome version 76+ on your desktop.



7. NTI NOW Claim Lodgement

NTI Now provides you will the ability to lodge a claim online. The lodgement of a claim is notification to NTI only, not an automatic acceptance of the claim being made.

NTI NOW may not be the most appropriate way to lodge all claims. If anyone has been injured, please call 000 and if you require incident scene assistance, please contact 1800 NTI NOW (1800 684 669).

7.1 Claims Information contained within NTI NOW should be read in conjunction with your Product Disclosure Statement (PDS). Please read your PDS which outlines your cover and benefits.

8. Liability

Our liability except as expressly stated in these Terms of use, all warranties, representations or conditions relating to the Service, or the fitness for the Service for any particular purpose, or to the merchantability of the Service, or to any other aspect of the Service, or as to the information contained in the Service (Whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded. You agree and acknowledge the following:

- a) NTI's liability, and the liability of any of NTI's employees or directors or officers under any statutory right or any condition or warranty implied by any state Fair Trading Act, the Australian consumer Law or the ASIC Act, which cannot be excluded is, to the extent permitted by law, in the case of any services limited to the supply of the services again or the payment of the cost of having the services supplied again.
- b) The Service is, to the extent permitted by law, provided 'as is, as available', without any warranty of any kind including, without limitation, any warranty with respect to the quality, performance or functionality of the Service and that the Service will be interrupted or error free.
- c) Neither NTI nor its directors and employees nor its Joint Venture Parties can accept liability for any errors or omissions and make no representations as to the accuracy or completeness of any information contained in the Service.
- d) NTI to the extent permitted by law, is not liable to you for any incidental, indirect, special, consequential or economic loss or damage (including loss of profits or opportunities and exemplary and punitive damages) whether arising from negligence or otherwise which is incurred by you as a result of any error, omission or misrepresentation in relation to this service.
- e) Without limitation to (d) above, NTI is not liable to you or others if interference with or damage to your computer systems occurs in connection with your use of this Service. You must undertake your own precautionary measures to ensure that whatever you select for your use from this web site is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems. Other than stated above, we will not be liable for the cost of procurement of substitute goods, services to technology.

9. Jurisdiction

The information on this platform is provided for Australian residents only. The law applicable in the state of Queensland will apply to the use of this platform and the resolution of any dispute arising from access to and use of the platform. You submit to the court and tribunals of the state of Queensland, Australia.

10. Your Use of the Service

The Service is provided to authorised users of NTI's Intermediary and its representatives. You must only use the Service to access authorised content and applications. You agree to use the Service in a professional, proper and ethical manner and not for any illegal or unlawful purpose. You agree to use the Service in the manner instructed by us from time to time. You agree not to use, reproduced, adapt, recompile, decompile, distribute or transmit any form by any process any information, data, link or material contained on this Service for any purpose other than that stated.

11. Termination, Revocation and suspension

We may suspend or revoke your access to this Service if you breach the Terms of Use or any time without notice and without giving any reason. We reserve the right to suspend your access to the Service due to technical or other problems associated with the Service. Either party may also terminate this Agreement in that party's absolute discretion immediately on written notice to the other party. We reserve the right to terminate the Service at any time at our absolute discretion.

12. Variation or Withdrawal of the Services

The extent and nature of the Services and the information, data or material contained on this web site can be varied by us at any time without notice. NTI will be free to restructure, change, develop or modify the Service at our sole and absolute discretion. We reserve the right to vary these Terms of Use and Privacy Policy at any time publishing varied provisions on this site. You accept and agree that by doing this we have provided you with sufficient notice of the variation.

13. **Disclaimer is** about the accuracy and verification of the content on the platform associated with the Data and Financials.

14. Confidentiality

You agree to take, or cause to be taken, such reasonable precautions as may be necessary to maintain the confidentiality of and prevent the unauthorised disclosure of the Service, the website and any material that appears on this web site.

15. Security and website use monitoring

NTI has mechanisms in place to reduce the risk of viruses entering and damaging the NTI IT environment and managing the virus protection updates to a standard similar to the NTI IT environment.

By using NTI NOW to access the Service and our designated platform, including logging in, reading, browsing, uploading or downloading information, our computer system may record information such as the date and time of your visit, the pages and functions accessed, and any information downloaded. This information may be used for statistical, reporting, web site/application administration and maintenance purposes only. This collection and use of information must meet the Privacy Principles of the Privacy Act 1988 (Cth) in addition to that described in NTI's Privacy Policy located at www.nti.com.au and for any privacy incidents send to privacy@nti.com.au.

16. Privacy Policy

Your Privacy is important to us. We may ask you to provide personal information when you are using this platform. The way in which we collect, use and disclose personal information is set out in our Privacy Policy www.nti.com.au/privacy.

We are committed to protecting your privacy and we maintain robust physical, electronic and procedural safeguards to protect your personal information in our care. Our Privacy Policies governs data collection and usage. We are bound and will protect your personal information in accordance with all relevant legislation. When your personal information is shared with service providers or contractors, it will only be to the extent reasonably necessary for the purpose of the services they are contracted to provide. NTI collects information on your transactions to meet legislation and regulations. To make sure we follow your instructions correctly and to improve our service to you through training of our staff we may monitor or record telephone calls.

Whilst you may site other information for other clients you are expected to ensure confidentiality of such content. Without limitation you take reasonable steps to notify us of any complaints made by anyone in relation to privacy matters and any breach of data affecting the privacy of the client. All participants are required to meet the Australian Privacy Principles. If you believe that there has been a breach of such confidentiality you are legally obliged to email privacy@nti.com.au.

17. Letters of Authority and Letters of Appointment (“LoA’s”)

During the course of documents being attached as part of client services there will be from time to time copies of “LoA”s on the client files. Consequently where there are changes from one Intermediary to another there may be instances where some information such as “LoA”s, but not limited to these documents, which may form part of the transfer of information from the previous intermediary to the new Intermediary. Therefore it is essential where this occurs that any User holds confidential any such information, does not reproduce or disclose to any other party.

18. Intellectual property notice

You acknowledge that copyright is reserved to us and all rights are reserved. We either own the intellectual property rights in the underlying HTML, text, logos, images, audio, clips, video, clips and any other content material that appears on or in this web site, or we have obtained the permission of the owner of the intellectual property to use it on or in this Service Except where necessary to comply with these Terms of Use or as a permitted use under the Copyright Act 1968 (Cth) or other applicable law, no material on this web site may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form or by any process, for any commercial purpose without the specific written consent of NTI.

19. Indemnity

By using or accessing this website, to the extent permitted by law, you agree to indemnify NTI from and against all claims, liability, demands, proceedings, costs and expenses (including legal fees on a legal representative to client basis) arising out of or in respect of loss of or damage caused to NTI arising out of any breach of these terms and conditions.