

TERMS AND CONDITIONS (“ENGAGEMENT”)

- A. Recovre Group Pty Ltd** (ABN 35 003 330 167) has been appointed by AIA Australia Limited (ACN 004 837 861) (“AIA”) to provide the AIA Executive Health Check Benefit concierge services (the “Services”) as part of the AIA Vitality Program which AIA has made available to eligible AIA Vitality Members.
- B.** In order to access the AIA Executive Health Check Benefit you agree to be bound by these Terms and Conditions.
- C.** These Terms and Conditions govern the relationship between you (AIA Vitality Member) and Recovre Group Pty Ltd.
- D.** By accessing the AIA Executive Health Check Benefit, you agree to these Terms and Conditions.

1. INTRODUCTION

- 1.1. Recovre is a facilitator and provider of customised services operating through a national panel of doctors and other medical service providers (the Service Providers), offering a range of medical and health assessments.
- 1.2. Recovre is not a provider of medical services. The Service Providers appointed by Recovre have the necessary licensing and accreditations to provide the Services as contemplated in these Terms and Conditions.
- 1.3. Recovre has been appointed by AIA to provide the Services for AIA Vitality Members.
- 1.4. You understand that Recovre is not a medical service provider and is not liable for the conduct of any of the Service Providers.
- 1.5. You understand that by accepting the AIA Executive Health Check Benefit, you also agree that you will have a direct relationship with the relevant Service Provider.
- 1.6. You understand that AIA is not a medical services provider and is not responsible or liable for the services provided by the Service Providers or Recovre.

2. DEFINITIONS AND INTERPRETATION

- 2.1. “**AIA**” means AIA Australia Limited, which entity offers the AIA Vitality Program, of which you are a member;

- 2.2. **“AIA Executive Health Check Benefit”** means the benefits and services provided to AIA Vitality Members under the AIA Vitality Program. The benefits and services consist of a concierge service to AIA Vitality Members to assist in scheduling appointments to complete the Recovre Health Check Fitness Assessment, GP Services and specialist appointments and associated medical services such as blood tests, pathology services, radiology, X-ray, MRI services, medical screenings, review of medical questionnaires, medical decisions, explanation of results of results by the GP;
- 2.3. **“AIA Vitality Member” / “You”** means you and/or your representatives;
- 2.4. **“AIA Vitality Program”** means the health and wellbeing program operated and managed in Australia by AIA or its delegate;
- 2.5. **“Benefit Limits”** means the limits as notified to you by AIA;
- 2.6. **“GP”** means the General Practitioner appointed by Recovre to provide the GP Services as detailed herein;
- 2.7. **“GP Services”** means the Services set out in Annexure A which will be provided by the GP;
- 2.8. **“Loss”** means any fully mitigated loss or expense incurred by you in relation to the Services provided to you by Recovre;
- 2.9. **“Personal Information”** has the meaning ascribed to it in the Privacy Act or such other such privacy laws as may be applicable;
- 2.10. **“Privacy Act”** means the Privacy Act 1988 (Cth);
- 2.11. **“Recovre Health Check Fitness Assessment”** means the assessment conducted by Recovre which includes a finger prick blood test for glucose and cholesterol, blood pressure, Body Mass Index (BMI) and step test;
- 2.12. **“Service Provider”** means a party appointed by Recovre to provide medical and related services to the AIA Vitality Member;
- 2.13. **“Services”** means the services referenced in clause 4 below, which services may be amended from time to time by AIA.

3. WARRANTIES

You hereby warrant that:

- 3.1.1. You have consented to AIA providing your details to Recovre for the

purposes set out in these Term and Conditions;

- 3.1.2. You have read, understood, and agree to these Terms and Conditions;
- 3.1.3. You have read and consented to the Recovre Privacy and Consent Form (available on the AIA Vitality Member Website).

4. THE SERVICES

- 4.1. Recovre shall provide you with the Services as set out in Annexure A to these Terms and Conditions. Your access to each of the Services is subject to the AIA Executive Health Check Benefit Limits allocated to you as an AIA Vitality Member.
- 4.2. Your access to the Services is subject to the recommendations of the GP and the Benefit Limits as communicated to you by AIA.
- 4.3. Recovre is not qualified to provide, and will not provide, medical advice to you.
- 4.4. The AIA Executive Health Check Benefit is subject to the Benefit Limits. These amounts are determined by AIA and Recovre is tasked with administering this benefit on behalf of AIA.

5. CONSENT

- 5.1. You confirm that you have provided consent to AIA to provide your Personal Information to Recovre for the purposes of accessing the AIA Executive Health Check Benefit.
- 5.2. You hereby provide your consent to Recovre providing the following details to the Service Providers:
 - 5.2.1. Name and Surname;
 - 5.2.2. AIA Policy/AIA Vitality Member number;
 - 5.2.3. Contact number;
 - 5.2.4. Email address;
 - 5.2.5. Address; and
 - 5.2.6. Results of the Recovre Health Check Fitness Assessment (to the GP only).

6. LIMITATION OF LIABILITY

- 6.1. To the extent permissible by law, the maximum aggregate liability of Recovre to you and any third party for any and all Losses arising out of or relating to the provision by Recovre of any of the Services at any time shall not exceed AUD\$10,000 (Ten Thousand Australian Dollars). Recovre shall have no liability for the acts or omissions of any third party, including the Service Providers.
- 6.2. Recovre's liability under these Terms and Conditions will be reduced to the extent that you caused or contributed to the Loss.

6.3. In no event shall either Party be liable to the other Party or any third party for any loss of profit or incidental, consequential, special, indirect, punitive or similar damages.

7. REMUNERATION

7.1. Recovre will be remunerated for the Services by AIA. You are not liable for any payments to Recovre and the Service Providers unless you exceed the Benefit Limits notified to you by AIA.

7.2. Where you engage a Service Provider, and you have reached the limit on your cap on the Benefit Limits, you will be liable to the Service Provider directly.

8. YOUR OBLIGATIONS

8.1. You will ensure that your contact details are up to date and that any changes are notified to AIA as soon as possible.

8.2. You will co-operate with Recovre to enable Recovre to book your required appointments.

8.3. You will ensure that you provide at least 24 hours' prior notice if you are unable to attend an appointment that has been scheduled by Recovre.

8.4. You will be entitled to reschedule a scheduled appointment once if you are unable to attend the first booking.

9. TERM AND TERMINATION

9.1. This agreement shall commence on the date that you appoint Recovre to provide the Services and shall terminate on completion of the Services.

9.2. Either party may terminate this agreement by giving not less than 5 days' written notice to the other party.

9.3. Either party may terminate this agreement immediately, on notice if the other party commits a material breach of any of its provisions, and in the case of a breach capable of remedy, fails to remedy it within 30 days of receipt of a notice setting out particulars of the breach.

9.4. Recovre may terminate this agreement if you refuse or fail to comply with any lawful request made by any person authorised by Recovre.

10. CONFIDENTIALITY

10.1. Except as required by law, regulation, or as provided elsewhere in this

agreement, Recovre shall only share your information with the Service Providers and AIA as may be required.

10.2. The provisions of sub-clause 10.1 will not apply to information to the extent that it is:

- (a) already lawfully in Recovre's possession on the date of its disclosure;
- (b) in the public domain other than as a result of a breach of this clause; or
- (c) required to be disclosed pursuant to legal or regulatory requirements.

10.3. You consent to Recovre including your name and AIA membership details in administrative reports that will be provided to AIA and relevant Service Provider. However, AIA will never have access to or receive any of your Sensitive Information (as defined in the Privacy Act) including but not limited to any medical reports or health information.

10.4. Recovre is entitled to retain copies of any documents which, in its reasonable judgement, it deems necessary for the conduct of Recovre's business and in order to comply with Recovre's legal obligations.

11. PRIVACY

11.1. Each Party will comply with their respective obligations arising from applicable data protection and privacy laws in force from time to time. Recovre's use or processing of Personal Information shall be done in a manner consistent with these Terms and Conditions and in accordance with Recovre's Privacy Policy(<https://www.recovre.com.au/privacy-policy/>).

11.2. Recovre confirms that it has taken appropriate technical and organisational measures intended to prevent the unauthorised or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information.

11.3. Recovre may, in the course of providing the Services, collect, hold, use and disclose Personal Information. All Personal Information collected, held, used, or disclosed in the course of providing the Services will be handled in accordance with the Privacy Act, the Australian Privacy Principles and Recovre's Privacy Policy.

11.4. You warrant that:

11.4.1. you will comply with the Privacy Act when collecting, holding, using, and disclosing Personal Information;

11.4.2. you consent to or have provided any required consent(s) in respect of the transfer of Personal Information to Recovre by you or any third party on your behalf.

12. NOTICES

12.1. Notices under this agreement must be in writing and sent to the party concerned

by hand, post, or email at its last known or registered office address.

13. MISCELLANEOUS

13.1. This agreement may only be amended or modified by written agreement duly signed by each party.

13.2. Neither party will have any liability for any failure or delay in performing because of a force majeure event. Force majeure means an event beyond the reasonable control of the party seeking to rely upon it, including without limitation war, terrorism, riot, emergency, epidemic, and act of God.

14. GOVERNING LAW AND JURISDICTION, SANCTIONS

14.1. These Terms and Conditions and the Services provided under them, shall be governed by the laws of New South Wales, and any dispute shall be submitted to the exclusive jurisdiction of the courts of New South Wales and those courts having rights to hear appeals from them.

14.2. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of these Terms and Conditions, nor does it affect the validity or enforceability of that provision in any other jurisdiction.

14.3. Recovre is unable to provide any of the Services to the extent that the provision of such services would violate applicable laws or expose Recovre or its Associated Entities to any sanction, prohibition, or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws, or regulations.

ANNEXURE A – SERVICES

SERVICE	DESCRIPTION
Concierge Service	<p>Recovre will assist with managing bookings related to the AIA Executive Health Check Benefit. The AIA Vitality Member shall advise Recovre during the initial telephonic consultation which of the below Services they require: The Services include:</p> <ul style="list-style-type: none">- A phone call from Recovre to the AIA Vitality Member, after the AIA Vitality Member has provided its consent to AIA to be contacted by Recovre.- The provision by Recovre to the AIA Vitality Member of a questionnaire to be completed and submitted by the AIA Vitality Member direct to the GP. The completed questionnaire shall not be shared with Recovre.- Booking the appointment on behalf of the AIA Vitality Member with the GP.- Scheduling of appointment for a Recovre Health Check Fitness Assessment which includes a fingerprick blood test for glucose and cholesterol, blood pressure, BMI and Step test. The Member shall be responsible for uploading these results onto the AIA Vitality App.
Triage questionnaire	<p>The GP shall, after Recovre has scheduled the appointment, review the Medical Triage Questionnaire to identify any key risks prior to the appointment. The AIA Vitality Member shall complete this questionnaire and submit it to the GP using the link provided by Recovre.</p> <p>The GP shall review the responses.</p>
GP Services consult 1	<p>Initial consultation with the AIA Vitality Member. The GP shall refer the AIA Vitality Member for relevant investigations based on the results of the questionnaire and this will</p>

	be discussed at the consultation with the AIA Vitality Member.
Recovre Concierge Services	The AIA Vitality Member shall contact Recovre so that Recovre can proceed with booking any further consultations recommended by the GP.
Medical Screening	Each Service Provider shall provide the results of the further screening direct to the GP.
GP Services consult 2	GP shall advise Recovre once results are received and Recovre shall arrange the final consultation between the AIA Vitality Member and the GP to explain results and share this with the AIA Vitality Member's usual general practitioner.
Report/ Email	The GP will prepare a final report which they will email to the Member and the general practitioner nominated by the Member.

All screenings are subject to the Benefit Limits as advised by AIA.