



LG-012	Fair Use Policy
Issue Date:	12/08/2024
Last Reviewed:	12/08/2024
Custodian:	File Management Personnel

## Purpose

This policy sets the parameters of C Rafin and Co Pty Ltd, trading as The INS Group, in relation to the fair use of our equipment and our mobile apps, and their ancillary services.

## Scope

This fair use policy is to be read in conjunction with and is supplementary to all INS Terms and Conditions, including the [LifeGuard Mobile Applications Terms and Conditions](#).

Where this policy is inconsistent with a previously published policy, procedure or requirement, this policy shall prevail.

## 1. Policy

This fair use policy relates to the service provided by INS to a user of the **LifeGuardian App, LifeGuardian Connect App, LifeGuardian Village Link App, LifeGuard SmartMobile App, LifeGuard SmartCarer App, LifeGuard SmartWatch**, and any other mobile application, **CareCall Personal Response System, LifeGuard Personal Response System**, and any related ancillary services association with those applications or systems (herein "Service"). The Service includes but is not limited to the following features:

- a. Mobile chat and information line to provide general information to a user about health and wellbeing;
- b. 24/7 emergency response alarm system;
- c. Two-way messaging system;
- d. Fall and crash detection;
- e. General telehealth services, including, where appropriate, referring users to seek medical advice, or medical care and attention;
- f. Real-time health monitoring.

The Services provided are subject to certain limitations noted in this Fair Use Policy.

## 2. Purpose of the Service

The Service is designed to provide general health information and general support in relation to your health enquiries. The Service is a mobile chat and information line.

The Service is not intended to provide or replace professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

### 3. Acceptable Use

You agree to use the Service in a manner that is lawful, respectful, and considerate of others. Specifically, you agree not to:

- a. Use the Service for any unlawful purpose or in any way that breaches any applicable local, national, or international law or regulation.
- b. Use the Service to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- c. Use the Service to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- d. Use the Service to impersonate any person or entity, or to falsely state or otherwise misrepresent your affiliation with a person or entity.
- e. Use the Service to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- f. Use the Service to collect or store personal data about other users without their express permission.
- g. Otherwise use the Service in a manner which is against INS terms and conditions, this fair use Policy, or law.

### 4. User Responsibilities

You are responsible for maintaining the confidentiality of any login information associated with your use of the Service.

You are responsible for all activities that occur under your account.

You must notify us immediately of any unauthorised use of your account or any other breach of security.

By downloading and/or using the **LifeGuardian App**, **LifeGuardian Connect App**, **LifeGuardian Village Link App**, **LifeGuard SmartMobile App**, **LifeGuard SmartCarer App**, **LifeGuard SmartWatch**, and any other mobile application, **CareCall Personal Response System**, and **LifeGuard Personal Response System**, you agree to the [LifeGuard Mobile Applications Terms and Conditions](#) attached to the Service which includes this Fair Use Policy.

### 5. Monitoring and Enforcement

We reserve the right to:

- a. Monitor your use of the Service to ensure compliance with this Policy, INS other general terms and conditions or policies, or any applicable state or commonwealth law.
- b. Remove or refuse to post any content that we deem to be in violation of this Policy, INS's other general terms and conditions or policies, or any applicable state or commonwealth law.

- c. Suspend or terminate your access to the Service for any reason, including if, in our opinion, you have violated any provision of this Policy, INS's other general terms and condition or policies, or any applicable state or Commonwealth law.
- d. Take any action we deem necessary to protect the rights, property, or safety of the Service, INS staff, other users of the Service, or others.

### 6. Exclusion of Liability

While INS will use its best efforts to provide Services in and quality and prompt manner, there are several limitation and restrictions on the Services. You acknowledge that the limitations of the Service include but are not limited to the following:

- a. The information provided through the Service is for general informational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment. At all times it is your responsibility to obtain suitable professional medical advice, diagnosis, or treatment. INS is not responsible for not providing or advising you to seek such professional medical advice, diagnosis, or treatment during the course of its provision of Services to you.
- b. Due to the volume of call traffic at any given time, including in emergency situations, INS cannot guarantee that it will be able to perform any aspect of the Service at any particular time, even if requested by you. Nor can INS guarantee it will perform the Service in a particular time when it is available to perform, or that if it has begun providing a Service to you that it will continue to render Services to you for an extended period.
- c. INS make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose.
- d. To the fullest extent permitted by law, INS will not be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Service.
- e. You acknowledge that any reliance on the information provided through the Service is at your own risk.
- f. You acknowledge that INS through the Service is not providing you with medical advice and is only providing general information and health guidelines to you. The Service does not replace and is not professional medical advice, diagnosis, or treatment. It is your responsibility to ensure you seek medical advice from a qualified nurse, doctor or other qualified health provider even if INS has provided general advice to you through the Service.

By using the Service, you agree that INS is not liable for any loss or damage caused to you or any other party, however that damage or loss arises, in respect of the Service.

### 7. Changes to this Policy



INS may revise this Policy from time to time. The most current version of the Policy will be available [on our website](#). By continuing to use the Service after changes are made, you agree to be bound by the revised Policy which exists from time to time.

**8. Governing Law**

This Policy shall be governed by and construed in accordance with the laws of New South Wales.

**9. Agreement**

This Policy constitutes a binding agreement between you and INS regarding the use of the Service and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter of this Policy. This Policy is read in conjunction with all INS Terms and Conditions (including the [LifeGuard Mobile Applications Terms and Conditions](#)) and forms part of the terms and conditions of the Service.

This process is authorised by:	This process is issued and approved by:
 Claude Rafin Managing Director The INS Group	 Josh Rafin Operations Manager INS LifeGuard