

## Terms of Use for RecoveryMate

When you access or use our insurance claims management application (RecoveryMate), you agree to these terms and conditions (Terms). Access to and use of the RecoveryMate is procured by EML Group (we, us and our) on the following conditions.

Please refer to our website [www.eml.com.au](http://www.eml.com.au) for details of the EML Group companies.

If your employer is insured through the following;

- Hospitality Industry Insurance Limited (HII), please visit <https://www.hii.au/or>
- Trinity Insurance, please visit <https://trinityinsurance.au/>

These Terms were last updated on 2 April 2024.

## 1. Eligibility, registration, and administration for RecoveryMate

### 1.1 Eligibility

- (a) RecoveryMate is available to any individual who's insurance claims case is being managed by us (you, yourself or your).
- (b) You will have access to RecoveryMate during the time when your insurance claim is managed by us and up to a period of sixty (60) days from the day we cease to manage your insurance claim.

### 1.2 Registration of an account

- (c) You may download the RecoveryMate application from Apple App Store or Google Play Store, as applicable from your mobile device. Additional terms by Apple App Store or Google Play Store may apply.
- (d) For the purposes of these Terms, the term Mobile Device shall mean the mobile device(s) on which you the RecoveryMate application downloaded into.
- (e) After you have downloaded RecoveryMate on your Mobile Device, you will be required to register your account. To ensure maximum security, the registration for an account on RecoveryMate would require you to provide a 2-point authentication, which will include verification of the following details; and
  - Your date of birth;
  - Your mobile number, which is registered with us;
- (f) Once your account has been verified and set up, you will be prompted to set a four digit Personal Identification Number (PIN). To continue accessing RecoveryMate, you are required to follow through this step. In addition to the PIN setup, RecoveryMate also allows you to register and login using a biometric login if this functionality is available on your Mobile Device.
- (g) You may register the RecoveryMate on additional mobile devices following initial registration however you will be required to set up RecoveryMate PIN for each new Mobile Device and, if applicable, set up and use a biometric login specific to that Mobile Device.

### 1.3 Administration of an account

- (a) You are responsible for the maintenance of the RecoveryMate account.
- (b) You are not permitted to give authority for the administration of your RecoveryMate account to another person without our written consent.
- (c) If you forget your PIN and have trouble logging in into your RecoveryMate account, you will have an option to reset the PIN. However, in order to reset the PIN, you will be asked to register and setup the RecoveryMate account all over again.

## **2. Use of the RecoveryMate application**

### **2.1 EML's claims terms**

The use of RecoveryMate is subject to our existing policies as well as any relevant EML policies, which is currently applicable to you and the processing of your claims.

### **2.2 Accuracy of information**

- (a) While your information available through RecoveryMate is expected to be up to date at most times, there may be occasion, for example due to system disruption or network issues, that your information is not updated.
- (b) We make no claim or representation as to the accuracy of the content contained on RecoveryMate. We do not accept any liability for the information or advice provided via RecoveryMate, or for loss or damages incurred by any person as a result of relying on it, except where this liability cannot be excluded by law.

### **2.3 Updating your information**

You will not be able to update any personal information, such as your name, address, or any other details which we retain as part of your insurance claims record. If you would like to update your details, please contact us for further assistance.

### **2.4 Submission of documents**

- (a) RecoveryMate allows you to submit certain types of documents as indicated in application.
- (b) When you submit a document for a claim administration purpose through RecoveryMate, the document you upload must be:
  - Clear and legible;
  - Less than 20MB; and
  - In one of the following formats: JPEG, PNG and PDF
- (c) You must ensure you have all your files ready before you begin as you are unable to save and resume your upload. When uploading a document, please ensure it is complete before signing out from or closing RecoveryMate
- (d) While you are able to upload certain document into RecoveryMate for the purposes of your insurance claims management, you will not be able to access information on the documents that are uploaded through RecoveryMate as it does not store a record or the history of the documents you've submitted through it.
- (e) There is a comments section where you will be able describe the document you are submitting or post any remarks in relation to the document you are submitting. Please ensure that the remarks posted in the comments section:
  - Are relevant to the document you are submitting;
  - Do not contain information of details of a third part or another individual, posted without their consent;
  - Are respectful and free from language or contents deemed in inappropriate or offensive. This includes language that is abusive, threatening, misleading or defamatory in nature.
- (f) Please refrain from posting remarks which are not relevant to the document you are submitting through RecoveryMate as only remarks that are relevant will be considered. For all other matters, please contact us.

## **3. RecoveryMate and your data**

### **3.1 Privacy**

We may monitor activity on RecoveryMate and conduct analytics on use of RecoveryMate. All personal information collected, transmitted, stored or otherwise processed in RecoveryMate will be handled in accordance with our Privacy Policy, which can be found at: <https://www.eml.com.au/privacy/> or if you're a policyholder with

- Hospitality Industry Insurance (HII), then at <https://www.hii.au/privacy-policy/>; or Trinity Insurance, then at <https://trinityinsurance.au/privacy-policy>

#### **4. RecoveryMate and your security**

##### **4.1 Your PIN**

You must keep the PIN for your RecoveryMate account secure and not share the PIN with any other person. It is your responsibility to maintain the privacy and security of your RecoveryMate account.

##### **4.2 Your Biometric Data**

- (a) If you have chosen to use biometrics login, any of the biometrics stored on the Mobile Device will be used as authentication for your engagement with RecoveryMate. These biometric details include fingerprints and face identification (Face ID).
- (b) You must ensure that only your own biometrics are stored on the Mobile Device.
- (c) If you allow anyone else's biometrics to be stored on your Mobile Device, other people will be able to access RecoveryMate. You may be held responsible for any losses you suffer as a result of the unauthorised access.
- (d) Identical twins (or triplets, etc.) must NOT use the Face ID function, and must use a RecoveryMate PIN for login, to prevent a 'false match' and possible unauthorised access to your RecoveryMate account.
- (e) You must not turn on Face ID access to log into your RecoveryMate account if the Face ID stored on the Mobile Device is not your face.

##### **4.3 Your Mobile Device**

- (a) If it is possible that your Mobile Device on which the RecoveryMate is accessible from has been hacked or accessed without your authorisation, you must notify us as soon as possible.
- (b) We recommend you setup a Mobile Device with a password on the device itself, in addition to the RecoveryMate PIN to prevent unauthorised access to your Mobile Device.
- (c) Mobile Devices logged into the RecoveryMate must not be left unattended and you must ensure that you log out of the RecoveryMate when not using it and to lock your Mobile Device when it is not in use.
- (d) You must only install authorised and authentic applications on your Mobile Device and must not override the software lockdown on your Mobile Device (for example, by 'obtaining root accesses on an Android Mobile Device and 'jailbreaking' on an Apple Mobile Device). You must not access or use RecoveryMate via any mobile device that you are not authorised to use, or a mobile device where software restrictions or privileges have been obtained illegally or without authorisation (for example, jailbroken or rooted devices).

#### **5. Restrictions on use of RecoveryMate**

You agree that you will not, (either yourself or through any third party):

- (a) Use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (Automated Process) to process, monitor, copy or extract any contents or any of the information, content or data contained within or accessible through our RecoveryMate, without prior written permission;
- (b) Use any Automated Process to aggregate or combine information, content or data contained within or accessible through RecoveryMate with information, content or data accessible via or sourced from any third party;
- (c) Use any information on or accessed through the RecoveryMate for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;

- (d) Use any device, software, process or routine to interfere or attempt to interfere with the proper working of the RecoveryMate or any transaction or process being conducted on or through it (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise);
- (e) Restrict or inhibit any other user from using or enjoying this RecoveryMate;
- (f) Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to RecoveryMate;
- (g) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with our RecoveryMate or, act fraudulently or maliciously in relation to the RecoveryMate or software; or
- (g) Copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our RecoveryMate without our prior written permission.
- (h) Breach any standards, content requirements or codes promulgated by any relevant authority, including authorities which require us to take remedial action under any applicable industry code; or
- (i) Indulge or encourage conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law.

## **6. Termination / Suspension of your RecoveryMate account**

- (a) If your insurance claim is no longer managed by us, you will not be able to access RecoveryMate. For any information, you will need to contact us directly.
- (b) Your access to the RecoveryMate may be terminated at any time by us (without any notice) and for any reason (including upon decommissioning of the RecoveryMate application or if we believe that your continued use of RecoveryMate may cause loss or damage of any kind to you or to us or if we believe you have breached these Terms).
- (c) You may terminate your use of our RecoveryMate at any time. However, all restrictions, and all disclaimers and exclusions of and limitations on our liability, will survive any termination.
- (d) Unless otherwise specified, upon termination of your right to access to our RecoveryMate, you must not directly or indirectly access or use any part of RecoveryMate.

## **7. Copyright and Intellectual Property Notices**

- (a) We (and in some instance, our third party service providers) own or licence the intellectual property rights in and to all information, text, material, graphics advertisements, and content and compilation of the web pages, software comprising the RecoveryMate (including text, graphics, logos, button icons, videos, images, audio clips, design elements, interactive features software code and data) on RecoveryMate unless otherwise stated.
- (b) The use by us of a third party trade mark on RecoveryMate is not intended to indicate any association with, or endorsement by us, of that trade mark or the associated entity.
- (c) We authorise you to print, copy, reproduce and download materials on RecoveryMate, subject to the material being used exclusively for personal use, and the material not being modified in any manner.
- (d) Commercial use is expressly prohibited, without our prior written consent.
- (e) No trade mark of ours (whether registered or otherwise) may be used without our prior, specific, written permission. The use or misuse of these trademarks, except as expressly authorised, is prohibited. Except where necessary for and incidental to viewing or using RecoveryMate via Mobile Device or as permitted by us in these Terms or under the Copyright Act 1968 (Cth) or other applicable laws, no content from RecoveryMate may be reproduced, published, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third-party location, framed, performed in public or transmitted in any form by any process whatsoever without our specific written consent.

## **8. Disclaimers**

### **8.1 General disclaimers**

- (a) Use of RecoveryMate is at your risk.
- (b) We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with RecoveryMate, its use, its content or any products or services (including our products or services) referred to on RecoveryMate. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (c) Your reliance on the completeness, accuracy, suitability or currency of the RecoveryMate or its content.
- (d) Failure of, or delay in, the performance, operation or transmission of RecoveryMate or data on or through RecoveryMate, a computer virus or other harmful component, a loss of data, a communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (e) Accessing any websites or servers maintained by other organisations through links on RecoveryMate. Links are provided for convenience only, and we do not accept responsibility for the content or operation of those websites. Unless otherwise stated, we do not endorse linked websites, or their products and services and you acknowledge that any third party materials appearing on this RecoveryMate are not necessarily controlled or monitored by us and that the views expressed are not necessarily ours.
- (f) Defamatory, threatening, offensive or unlawful conduct of third parties; and
- (g) A breach by us of our Information Security Policy
- (h) We further disclaim any warranty that the functions contained in any content on RecoveryMate or your access to RecoveryMate will be uninterrupted or error-free, that any defects will be corrected or that the RecoveryMate or the server which stores and transmits content to you are free of viruses or any other harmful components.
- (i) It is possible that RecoveryMate may contain typographical errors, inaccuracies, or other errors, and that unauthorised additions, deletions, and alterations could be made to the RecoveryMate by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected.

## 8.2 No advice given

- (a) If you require specific advice for your individual circumstances, please contact us. Do not rely on the general material provided on RecoveryMate.
- (b) We may provide resources on RecoveryMate in order to allow you to view information including general health information and information about our products and services. The resources provided on RecoveryMate are not a substitute for the advice of your personal physician or other qualified healthcare professional. The mention of specific products or services on RecoveryMate does not constitute or imply a recommendation or endorsement by us unless specifically stated.

## 9. Indemnity and Liability

### 9.1 Indemnity

- (a) You indemnify us and our respective employees, agents, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by us (Our Loss) as a direct or indirect consequence of you (or, where applicable, any other person using your username and password) using RecoveryMate.
- (b) Without limiting the preceding paragraph, you indemnify us for any of Our Loss incurred by virtue of any breaches of third parties' intellectual property rights as a direct or indirect consequence of you (or, where applicable, any other person using your login credentials) using RecoveryMate.

### 9.2 Limitation of our liability (if any) to you

- (a) Our total liability to you (if any) for loss, damage or reliance shall be limited, for information or services supplied for fee, to the re-supply of the information or services or payment of the cost of doing this. We accept no, and exclude all, liability for information or services supplied or offered by us for free.
- (b) This disclaimer, limitation of liability and indemnity do not exclude any rights which, by law, may not be excluded.

## 10. General

### 10.1 Governing law

- (a) RecoveryMate (excluding any linked, third party websites) is controlled by us from Australia.
- (b) Any disputes must be determined by the courts having jurisdiction in New South Wales, Australia in accordance with laws in force in New South Wales. You irrevocably and unconditionally submit to this jurisdiction.
- (c) We do not warrant that the content of RecoveryMate complies with the laws of any country outside of Australia. If you access RecoveryMate from outside of Australia, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with us.

### 10.2 Severability

Should any term or part of these Terms be found to be void, unenforceable or invalid, then it is severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of the Terms.

### 10.3 Waiver

You may not rely on our words or conduct as a waiver of any right unless the waiver is in writing. Conduct includes delay in the exercise of any right. Right means any of our rights arising under or in connection with RecoveryMate.

### 10.4 Variation

- (a) We reserve the right at any time to vary these Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of RecoveryMate, by publishing the varied Terms on our website or through RecoveryMate. You will be required to 'accept' the variation to terms and conditions by clicking the 'accept' button when prompted to proceed to use the RecoveryMate platform that we provide you with sufficient notice of any variation by making available the current version of the Terms through RecoveryMate, unless otherwise required by the law.
- (b) By your use of the RecoveryMate after any variation, you are taken to have accepted the varied RecoveryMate Terms.

### 10.5 Electronic Communication

- (a) You will not be able to contact us through RecoveryMate. However, you may be able to access links in the RecoveryMate application that navigates you to email or call us.
- (b) You agree to us contacting you electronically, including sending you notifications through RecoveryMate, by push notifications. You also agree that we can provide you with any information required to be given to you by law as well as non-marketing communications, by electronic communication, unless any law or code requires otherwise.

### 10.6 Contact Us

- (a) If you think there has been a mistake or are notified of a submission you did not make, you must contact us immediately. Your concerns or any problems will be investigated by us. To

assist in obtaining a prompt resolution to the problem, please give us clear instructions as to the problem and provide any supporting documentation which will assist in our investigation.

- (b) You may also contact us for any other matters in relation to RecoveryMate as specified in these Terms.
- (c) Please contact us at: 1800 469 931 (toll free) or [info@eml.com.au](mailto:info@eml.com.au); or  
or if you are a policyholder with;
- Hospitality Industry Insurance (HII): 02 8251 9069 or [info@hii.au](mailto:info@hii.au);
  - Trinity Insurance: 02 8251 9100 or [info@trinityinsurance.au](mailto:info@trinityinsurance.au)