



NowNext Terms and Conditions

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These terms and conditions (**Terms**) govern the user's (**You** or **Your**) use of the NowNext mobile App (**App**), owned and operated by **Independent Living Assessment Incorporated** (ABN 41 266 326 832 (**We, Us** or **Our**)) and the relationship between You and Us.

In order to use the App, You must agree to these Terms. The App is offered for use by You on the condition that You have read, accept, and agree to be bound by, these Terms. If you do not agree with or otherwise do not wish to accept these Terms, do not install, use or access the App.

1. Agreement to these Terms

These Terms set out the basis on which You undertake to access or use the App. You acknowledge and agree that if We provide You with access to the App in accordance with these Terms, that access is given to You in consideration of Your agreement to these Terms.

2. Changes to these Terms and App Functionality

- (a) We reserve the right to make changes to, revise, or replace, these Terms, from time to time. The updated Terms will be effective immediately upon posting through the App or at [NowNext - the healthy habit app for 45+ Australians](#), unless a later effective date is specified. Continued use of the App following such notification represents Your agreement to be bound by the updated Terms, and your understanding and acceptance of the updated Terms.
- (b) The updated Terms replace any Terms You may have previously accepted.
- (c) We reserve the right to change the functionality of the App at any time. If We make any changes to the functionality of the App that will remove material functionality or otherwise materially negatively impact the functionality of the App, We will use reasonable endeavours to notify You. Following such notification, if You decide that You no longer wish to use the App as modified, then You must cease using the App accordingly.

3. Eligibility

The App is intended for users aged 18 years and over. By registering, You confirm that You meet this requirement.

4. Use of the App

The App is provided for personal, non-commercial use. You must not:

- (a) use the App in breach of any Applicable law or for unlawful purposes;
- (b) attempt to access or modify the App's code or services;
- (c) misrepresent your identity;
- (d) introduce or distribute viruses, spyware, malware, harmful code, corrupted files or any other similar software or programs that may damage the operation of the App or any computer hardware or software;
- (e) communicate or store any message or material that is defamatory, harassing, libellous, threatening, unlawful, immoral, pornographic, vulgar, abusive, insulting, inflammatory, offensive, obscene, or otherwise Inappropriate or objectionable;

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- (f) engage in any other conduct that inhibits any other person from accessing the App or interferes in any way with the use or enjoyment by any third party of the App, any content that is controlled or produced by a third party or any Application programming interface supplied by a third party (**Third Party APIs**);
- (g) copy, alter, modify, adapt, distribute, decompile, disassemble, reverse engineer, create derivative works from, or otherwise attempt to derive source code from object code, the App (or any part of the App); or
- (h) attempt to bypass any security measures within the App or any Third Party APIs

5. Availability of the App

- (a) You may register using your email or a third-party social login.
- (b) You agree to provide accurate information and keep your login details secure
- (c) We will use reasonable endeavours to make the App available to You at all times.
- (d) We may temporarily suspend the App for the purpose of planned maintenance or an upgrade notified in advance or without notice in the event that emergency maintenance is required.
- (e) The App is accessed by the internet. You are responsible for providing and maintaining hardware, software, internet access and other services needed to access the App including ensuring that they meet the minimum specifications published by Us from time to time.
- (f) You acknowledge and accept that:
 - (i) We may utilise external services, infrastructure and websites or other software Applications in the provision of the App; and
 - (ii) We have no direct control over the availability of those external services, infrastructure or websites.

6. Health Disclaimer

The App provides general wellbeing guidance and habit suggestions only. It is **not a substitute for medical advice**. Always consult a healthcare professional if You have health concerns or are considering significant changes to your lifestyle.

7. Artificial Intelligence

- (a) This App incorporates artificial intelligence (**AI**) technologies to make general wellbeing activities and habit suggestions aimed at improving your physical or mental health. The AI functionality is intended solely for informational purposes and does not constitute medical advice, diagnosis, or treatment.
- (b) You acknowledge that:
 - (i) AI generated content may not consider your full medical history, current condition, or individual circumstances;
 - (ii) AI generated content may produce outputs that are incomplete, inaccurate, or not applicable to your specific situation; and
 - (iii) AI generated content is not a substitute for professional medical judgment, and You must consult a qualified healthcare professional for any medical concerns or decisions; and
 - (iv) You are solely responsible for any decisions made based on AI generated content.
- (c) This App is not registered as a medical device under the *Therapeutic Goods Act 1989* (Cth) and is not intended for use in clinical diagnosis or treatment.

8. Intellectual Property

All content within the App is the property of Independent Living Assessment or its licensors. You may not reproduce, republish, or distribute it without permission.

9. Data Use and Privacy

Use of the App is also governed by the Privacy Collection Notice and our [Privacy Policy](#). By using

the App, You consent to our handling of your personal and sensitive information as described in the Privacy Collection Notice and our [Privacy Policy](#).

10. Our Rights

We reserve the right to:

- (a) Intercept, remove or alter any content on or from the App;
- (b) suspend or terminate access for users who breach these Terms or misuse the App.

11. Limitation of Liability

To the extent permitted by law:

- (a) the App and its content are provided on an 'as is' basis;
- (b) You use the App and its content at Your own risk; and
- (c) We disclaim all express or implied warranties of any kind including, without limitation, as to accuracy, adequacy, completeness, merchantability, fitness for a particular purpose of, and non-infringement of third-party rights by, the App and its content.
- (d) To the extent permitted by law, any term, condition or warranty which would otherwise be implied into these Terms is excluded. Where a consumer guarantee or term implied by law cannot be excluded, Our aggregate liability for any breach of the guarantee or term is limited to supplying the services again.
- (e) To the extent permitted by law, in no event will We be liable for any direct or indirect loss or damage whether through tort (including negligence) or for any other common law or statutory cause of action including, without limitation:
 - (i) any loss or damage which is incidental, special, consequential, or exemplary, or is a loss of profits, revenue, anticipated savings, business opportunity or goodwill;
 - (ii) any loss or corruption of data; and
 - (iii) other losses suffered by You or any other person as a result of, or in connection with Your use of the App, its content or linked Applications or websites.
- (f) You acknowledge and agree that You remain liable for Your acts and omissions in connection with the use of the App.

12. Governing Law

These Terms are governed by the laws of Western Australia. Any disputes will be resolved under those laws.

Governance

Parent Policy	Privacy Policy
Associated procedures/ documents	NowNext Privacy Collection Notice NowNext Consent, Disclaimer and Privacy Collection Notice
Related legislation	Privacy Act 1988
Division	Digital Programs
Owner	Manager Digital Programs
Date effective	1/11/2025
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For advice and support please contact the Quality Lead at quality@ilaustralia.org.au