

## IBD Connect Mobile App Terms of Service

### IBD Connect Mobile App – Terms of Service

Last updated: 4 May 2026

#### 1. These Terms

These Terms of Service (**Terms**) are a contract between you (**you** or **the user**) and Crohn's Colitis Cure (ABN 85 154 588 717) (**we, our, us** or **CCCure**) and govern your use of the IBD Connect Mobile App (**App**). Please read these Terms and our Privacy Policy (available at [CCCure Privacy Policy](#).) By using the App, you acknowledge that you have read, understood and agreed to follow and be bound by these Terms. If you do not agree, you should not use the App.

You can use the App in conjunction with the CCCare Platform or independently of it. If you choose to use the App with the CCCare Platform, the data you generate via the App will be linked with your clinical data held on the CCCare Platform and shared directly with your care team.

#### 2. Eligibility and Parental Consent

- You must be at least **16 years old** to use the App.
- If you are **under 16**, you may only use the App with the **consent and supervision of a parent or legal guardian**.
- By creating an account for a minor, the parent or guardian:
  - Consents to the collection, use, and disclosure of the child's information as described in our Privacy Policy.
  - Confirms the child understands, in an age-appropriate way, how their information will be used.
  - Retains the right to access, correct, or request deletion of the child's information.

#### 3. Conditions of access

When you access or use the App, you agree:

- to comply with all applicable laws;
- not to use the App for unlawful or harmful purposes;
- not to upload or share offensive, false, or misleading content or provide any information in connection with your account or use of the App that you know is false or misleading;
- not to attempt to interfere in any manner with the App, its operation, security or source code;
- not to copy, modify, merge, alter, adapt, translate, decompile, disassemble, reverse engineer, or misuse any aspect of the App or to otherwise attempt to derive the source code relating to any aspect of the App;
- not to, in any circumstances, allow any person to use or have access to your App account username or password; and
- not to remove, modify or obscure any copyright, trade mark, service mark, tagline or other notices that appear on the App.

#### 4. Health Disclaimer

The App is **not a medical device** under regulatory definitions in Australia or New Zealand. It provides **general support and educational information only**.

The App does **not replace professional medical advice, diagnosis, or treatment**.

- Always consult your healthcare team before making health decisions.
- In an emergency, dial **000 in Australia, 111 in New Zealand**, or your local emergency number.

## 5. Acceptable use

You must not use the App in a manner which is unreasonable, inappropriate, is unlawful or is prohibited by any relevant laws, including:

- breaching the privacy or any other legal rights of individuals (including intellectual property rights);
- using the App to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- the sale or promotion of any illegal business activities or prohibited products or services;
- posting or transmitting to the App any non-authorized material including, material that is false, defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security; or
- any act or use for which the App is not intended.

## 6. Linked sites

Our App may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those websites.

## 7. Intellectual Property Rights

All content, branding, design, software and any other material in the App is owned by CCCure or licensed to us. You receive a **limited, non-exclusive licence** to use the App for personal, non-commercial purposes. Except as permitted by relevant copyright legislation or with the prior written approval of CCCure or its affiliates or the relevant owner, the material may not be otherwise used, copied, reproduced, published, stored in a retrieval system, altered, transmitted in any form or by any means in whole or in part.

## 8. Communications

- We may send you **essential service communications** (eg, password resets, service updates).
- We may send you **marketing or research communications** only if you have opted in.

You can opt out of receiving these communications at any time **by contacting** us via **privacy@c-c-cure.org**

## 9. Permissions

The App may request access to health data, camera, microphone, location, or notifications. We will ask for your consent before enabling each. Permissions can be withdrawn at any time in your device settings.

If you are receiving care at a hospital or clinic that uses the **CCCare Platform** (including its linked electronic medical record systems), you may also be asked to consent to link your App data with your clinical record. This linkage helps your treating team coordinate care and supports national quality improvement and research.

## 10. Account Deletion & Data Retention

You may delete your app account at any time. Personal information stored in the app will be securely erased within 30 days, except where retention is required by law.

De-identified or aggregated data may be retained for research, benchmarking, or statistical purposes.

**Deleting your app account does not erase any clinical data already recorded in the CCCare Platform as part of your treatment at a participating hospital. This clinical data forms part of your medical record and is subject to hospital and registry retention requirements, which may extend beyond your use of the app.**

## 11. Data Protection

Our Privacy Policy explains:

- how we store and use, and how you may access and correct your personal information;
- how you can lodge a complaint regarding the handling of your personal information; and
- how we will handle any complaint.

We handle your personal information consistently with the **APPs** and the **IPPs, and the GDPR**.

We will never sell your personal information. However, we may share or license **de-identified or aggregated data** in a way that does not reasonably identify you, in order to **improve care, advance research, and support the sustainability of the CCCare Platform**.

If you would like any further information about our Privacy Policy or practices, please contact us at [Privacy@c-c-cure.org](mailto:Privacy@c-c-cure.org)

## 12. Termination

We may suspend or close your account if you breach these Terms or misuse the App in any way.

## 13. Liability

To the maximum extent permitted by law:

- We do not guarantee the App is error-free or available at all times.
- CCCure is not responsible for indirect or consequential losses arising from use of the App.
- Nothing in these Terms limits your rights under **Australian Consumer Law or New Zealand consumer law, or equivalent international standards**.

#### **14. Governing Law**

These Terms are governed by the laws of **New South Wales, Australia**.