

COCHLEAR™ CONVERSATIONS TERMS AND CONDITIONS

Cochlear™ Limited (**Cochlear**) and its subsidiaries and affiliates (collectively, **we, us and our**) welcome you to the Cochlear Conversations Portal. In addition to the Cochlear [Terms of Use](#), these Cochlear Conversations Terms and Conditions (**Terms and Conditions**) govern your use of the Cochlear Conversations Portal and your Cochlear Conversations membership, including but not limited to any form of communication arising out of your Cochlear Conversations membership.

Please review these Terms and Conditions carefully. By agreeing to become a member of Cochlear Conversations, you are agreeing to comply with and be bound by these Terms and Conditions.

Changes to Terms and Conditions

We may update or revise these Terms and Conditions, at any time and without prior notice, by posting the revised version on the Cochlear Conversations Portal. The updated Terms and Conditions are effective as at the date of posting. Your use of the Cochlear Conversations Portal following any such change constitutes your agreement to be bound by the revised Terms and Conditions. To alert you to changes in these Terms and Conditions, we will provide a notice on the Cochlear Conversations Portal for at least 30 days after the new effective date.

You may access the current version of these Terms and Conditions at any time by clicking on the link marked "Cochlear Conversations Terms and Conditions" on the Cochlear Conversations Portal.

These Terms and Conditions were last updated on 10 January 2018.

Confidentiality

From time to time, you may be provided with information, communications, correspondence or other material by us or on our behalf (**Confidential Information**). You agree not to disclose any Confidential Information, without our prior written consent, and to keep all Confidential Information safe, secure and confidential. This obligation does not apply to the extent you can establish (to our reasonable satisfaction) that any relevant Confidential Information:

- (a) is public knowledge (other than as a result of a breach of these Terms and Conditions);
- (b) is disclosed to you by any third party which you reasonably believe was entitled to disclose;
- (c) was lawfully in your possession prior to the date of being provided to you by us or on our behalf; or
- (d) is required by law or requirement of membership of a professional body to be disclosed.

Adverse Events

Patient safety is extremely important to us. If at any time you tell us that you, or someone you know, experienced an issue or problem with a product we manufacture or a service we offer, then you acknowledge and agree that we may need to provide this information and your contact details to the relevant regulatory authority.

Use of Information or Material You Provide Us

You agree that if you provide us with any images, photographs, video recordings, audio recordings or any other media, quotes or testimonials (**Material**), we may use the Material for our business purposes. Such material will be kept strictly confidential by Cochlear and only shared internally with those in our organisation who have a need-to-know, to help us improve our products and services, and third party service providers who support us. We will store and take care of your personal information in accordance with our [Privacy Policy](#).

End of Membership

We may end your Cochlear Conversations membership at any time with immediate effect by giving you written notice. You may end your Cochlear Conversations membership at any time with immediate effect by giving us written notice at: support@cochlearconversations.com. Termination of membership results in the end of use of and access to the Cochlear Conversations Portal. The obligations of confidentiality under these Terms and Conditions continue to apply after termination.