

Terms of Use

This page sets out the Terms of Use that concern your use of the OSTEOARTHRITIS VIRTUAL ASSISTANT and the content in it.

By using this virtual information assistant, you are agreeing to comply with these Terms of Use for the OSTEOARTHRITIS VIRTUAL ASSISTANT. You must not use the OSTEOARTHRITIS VIRTUAL ASSISTANT if you do not agree to these Terms of Use.

When these terms use 'I', 'we', 'us', 'our' or 'OSTEOARTHRITIS VIRTUAL ASSISTANT' it means The Centre for Health, Exercise, and Sports Medicine at The University of Melbourne.

Avoid inputting personal information into OSTEOARTHRITIS VIRTUAL ASSISTANT. OSTEOARTHRITIS VIRTUAL ASSISTANT cannot provide you with personalised health and medical advice and will not ask you for any information that could identify you.

We may change these Terms of Use whenever we choose without notice to you. The changes shall be effective immediately upon posting to the OSTEOARTHRITIS VIRTUAL ASSISTANT unless otherwise stated on the virtual information assistant. You agree to review these Terms of Use periodically to make sure that you are aware of any changes. By continuing to use this virtual information assistant you accept the Terms of Use as they apply from time to time.

We reserve the right to modify or discontinue all or any part of OSTEOARTHRITIS VIRTUAL ASSISTANT, either temporarily or permanently.

We will try to keep the content on this virtual information assistant up to date but there may be delays, errors or omissions that could affect its currency or accuracy. We may change the content on this virtual information assistant at any time without notice.

This virtual information assistant does not provide medical advice

The content on the OSTEOARTHRITIS VIRTUAL ASSISTANT is not intended to replace personal consultation, diagnosis and treatment with a qualified health care professional.

You should always obtain professional or medical advice, appropriate to your own circumstances, with any questions you may have regarding a health or medical condition. Never disregard, avoid or delay obtaining

advice from your doctor or other qualified health provider due to something you read on the virtual information assistant.

If you think you may have a medical emergency, call your doctor immediately or seek emergency help.

DATA

The data you contribute to the virtual information assistant may be used for the purposes of facilitating your usage of virtual information assistant, to further academic research in osteoarthritis management, and evaluate the usage of techniques forming part of virtual information assistant. Your information may also be used by the University for analysis, quality assurance and planning purposes.

All data is stored in CustomGPT.ai on servers located in the United States and may transit to underlying LLM API providers (Anthropic and OpenAI) in the United States.

Recipients of Data:

University of Melbourne – Centre for Health, Exercise, and Sports Medicine - developers

String Theory AI (subsidiary of String Theory Creative) - developers

Third-Party Tools: CustomGPT.ai (Technology provider), Anthropic, OpenAI (Underlying LLMs)

Privacy

Refer to the privacy policy available at:

<https://healthsciences.unimelb.edu.au/departments/physiotherapy/chesm/patient-resources/chesm-ai-chatbot>

Avoid inputting personal information into MELBAA. MELBAA cannot provide you with personalised health and medical advice and will not ask you for any information that could identify you.

By using MELBAA, please be aware that we are using third-party tools.

Cookies

Notwithstanding the above, the OSTEOARTHRITIS VIRTUAL ASSISTANT does use Cookies.

A “cookie” is a small file supplied by the Virtual information assistant and stored by the web browser software on your computer when you access the Virtual information assistant. The cookie allows the Virtual information assistant to recognise you as an individual as you move from one page to another. A further explanation of cookies can be found at the website of the Office of the Privacy Commissioner at <http://www.privacy.gov.au>.

The Virtual information assistant uses a session cookie for maintaining contact with a user throughout a web browsing session.

The Virtual information assistant makes a record of your visit and logs the following information for security and statistical purposes:

- the user’s server address;
- the user’s top-level domain name;
- the date and time of access to the virtual information assistant;
- pages accessed and documents downloaded;
- the previous website visited; and
- the type of browser software in use.

No attempt will be made to identify anonymous users or their browsing activities except, in the unlikely event of an investigation, where a law enforcement agency may exercise a warrant to inspect the internet service provider’s log files.

Anthropic:

- **Cookies & Similar Technologies.** We and our service providers use cookies, scripts, or similar technologies (“**Cookies**”) to manage the Services and to collect information about you and your use of the Services. These technologies help us to recognize you, customize or personalize your experience, market additional products or services to you, and analyze the use of our Services to make them safer and more useful to you. For more details about how we use these technologies, and your opt-out controls and other options, please visit our [Cookie Policy](#).

CustomGPT.ai:

- Utilises Google Analytics 4

The Virtual information assistant uses CustomGPT.ai which utilises Google Analytics, a web analytics service provided by Google Inc. (Google). Google Analytics uses cookies to help analyse how users use the Virtual information assistant. Google Analytics anonymously tracks how visitors interact with this Virtual information assistant, including where they came from, what they did on the Virtual information assistant and whether they completed any transactions on the Virtual information assistant (such as using the Guided Search tool).

The information generated by the cookie about your use of the Virtual information assistant (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of compiling reports on Virtual information assistant activity and providing other services relating to Virtual information assistant activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of the Virtual information assistant. By using the Virtual information assistant, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

Intellectual property rights

Unless otherwise indicated, OSTEOARTHRITIS VIRTUAL ASSISTANT owns the copyright and other intellectual property rights in the content of this website or has the right to use it in this context. You must not use the OSTEOARTHRITIS VIRTUAL ASSISTANT trademark without the prior written consent of OSTEOARTHRITIS VIRTUAL ASSISTANT.

You can browse or print the content for non-commercial or personal uses but if you propose to use it for any other purpose you will need our prior written permission.

Liability

Your use of this virtual information assistant, and your reliance on its content, is entirely at your own risk. While every effort is taken to ensure the information is accurate, OSTEOARTHRITIS VIRTUAL ASSISTANT makes no representations and gives no warranties that this information is correct, current, complete, reliable or suitable for any purpose. The virtual information assistant and its content are provided entirely "as is".

To the fullest extent permitted by law:

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute, custom or the general law that impose any liability or obligation on OSTEOARTHRITIS VIRTUAL ASSISTANT in relation to the OSTEOARTHRITIS VIRTUAL ASSISTANT or its content are expressly excluded under these Terms of Use.
- OSTEOARTHRITIS VIRTUAL ASSISTANT has no liability to you or anyone else (including in negligence) for any type of loss, however incurred, in connection with your use of the OSTEOARTHRITIS VIRTUAL ASSISTANT or its content, including (without limitation) loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of or damage to reputation, loss of capital, downtime costs, loss under or in relation to any other contract, loss of data, loss of use of data or any direct, indirect, economic, special or consequential loss, harm, damage, cost or expense (including legal fees).
- OSTEOARTHRITIS VIRTUAL ASSISTANT disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose.
- As the internet is inherently insecure and information will be transmitted over a medium that may be beyond OSTEOARTHRITIS VIRTUAL ASSISTANT's control and jurisdiction OSTEOARTHRITIS VIRTUAL ASSISTANT assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with your use of the virtual information assistant.

In the event that OSTEOARTHRITIS VIRTUAL ASSISTANT is found liable to you on any basis, our liability to you is limited to AUD\$10.

Indemnity

You agree to defend, indemnify and hold harmless OSTEOARTHRITIS VIRTUAL ASSISTANT and its affiliates, licensors and suppliers, and their directors, officers, members, owners, employees, agents and contractors from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Viruses

You must not knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to the OSTEOARTHRITIS VIRTUAL ASSISTANT.

OSTEOARTHRITIS VIRTUAL ASSISTANT will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the OSTEOARTHRITIS VIRTUAL ASSISTANT, to your downloading of any material posted on them, or on any website linked to them.

Links to other websites

Where a link to a third-party website appears on the OSTEOARTHRITIS VIRTUAL ASSISTANT:

- the links are provided for convenience only and may not be maintained or current;
- we do not endorse, recommend or support the linked website or any information, opinions, or goods and services made available on it;
- these terms will not apply to the linked website and you should review the terms applicable to the linked website before using it;
- we are not liable to you or anyone else if interference with or damage to your computer systems occurs or if you suffer any loss, cost or expense in connection with your use of this website or a linked website;
- we have no control over the information, content or activities of the linked website and your access to and use of the linked website is at your own risk; and
- we make no representations or warranties as to, and we are not responsible for, the accuracy or any other aspect of the information on the linked website.

Links to other websites

You may not circumvent or bypass any technological protection measures in or relating to the OSTEOARTHRITIS VIRTUAL ASSISTANT or disassemble, decompile or reverse engineer any software or other aspect of the website, except and only to the extent that the applicable copyright law expressly permits you to do so. You may not use the website for any unauthorised way that could interfere with anyone else's use of the website or gain access to any service, data, account or network. You may not enable access to the website by unauthorised third-party applications.

You may not:

- resell, sublicense, transfer, assign or distribute any material relating to;
- modify or make derivative works based on; or
- 'frame' or 'mirror',

the OSTEOARTHRITIS VIRTUAL ASSISTANT on any other server or internet enabled device.

Applicable law

These Terms of Use, and your use of our virtual information assistant, are governed by the laws of the Victoria, Australia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of the Victoria, Australia.

You must comply with all laws applicable to your access and use of the OSTEOARTHRITIS VIRTUAL ASSISTANT. If you access the OSTEOARTHRITIS VIRTUAL ASSISTANT from outside Australia you must comply with all laws in that country which apply to that access and use.

Complete Agreement

These Terms and Conditions are the entire agreement between you and OSTEOARTHRITIS VIRTUAL ASSISTANT with respect to the use of the OSTEOARTHRITIS VIRTUAL ASSISTANT and privacy of your information and they supersede and take precedence over any prior agreements, understandings or representations not incorporated into these Terms of Use.