

MySigns Terms of Use and Privacy Policy

MySigns Terms of Use

Acknowledgment and acceptance of Terms of Use

These Terms of Use govern your use of the UNSW Sydney MySigns resource including access to MySigns via your computer or mobile phone at the website located at <https://mysigns.health> ("Site"), which is owned and operated by The University of New South Wales, ABN 57 195 873 179 ("UNSW Sydney"). Access to and use of MySigns is subject to your acceptance of these Terms of Use.

By accessing MySigns you accept and consent to, without limitation or qualification, all of these Terms of Use and our Privacy Policy described below. Before using MySigns, please review these Terms of Use and our Privacy Policy carefully.

UNSW Sydney reserves the right to amend these Terms of Use or MySigns without notice to you at any time, however, we will post the amended Terms of Use onto the Site.

You will be deemed to have accepted and agreed to the revised Terms of Use if you continue to use any member section of the Site after notice of the revised Terms of Use has been placed on the Site.

Your access to MySigns will commence upon our acceptance of your application for registration which will be confirmed to you via email.

About MySigns

MySigns is a catalogue of expressions and behaviours for people with **moderate to severe intellectual disability and significant communication limitations, their carers, and clinicians**. Use of MySigns is completely voluntary. The 'person responsible' for the person with intellectual disability creates an account for them, and oversees who may access the person's account by adding data or viewing data. Users interact with MySigns via the Internet on their mobile devices, tablets and/or their computers.

Who is MySigns for?

MySigns is designed for people with moderate to severe intellectual disability and significant communication limitations, their carers, and clinicians.

MySigns is designed to be a catalogue of facial expressions, bodily postures and behaviours that might correlate with certain mental states. MySigns is **not a substitute for clinical/medical treatment or advice**.

If you are concerned that a person has a serious mental health condition such that they are at risk of harming themselves or another person you should not use or continue to use MySigns but should seek urgent medical advice from either their treating medical practitioner, mental health care professional, an emergency department of a hospital or, if in immediate danger, call the emergency number "000".

MySigns has been designed for an Australian audience in mind and complies with Australian laws and legislation. Please note the laws of other countries may differ from Australia.

Site registration

You may need to be a registered member to access certain features of the Site.

When you register and activate your account, you will provide us with personal information such as your name and email address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register and activate your account, we will provide you with a Log In name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this Log In name.

To create an account, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the Site in accordance with these Terms of Use.

Risks and benefits

MySigns offers a set of tools and techniques that aim to benefit users by helping them to better understand the mental state of a person with moderate-severe intellectual disability and significant communication limitations.

MySigns does not “treat” anyone, or replace treatment provided by a health and/or mental health professional.

UNSW Sydney is not responsible for monitoring your use of MySigns or your responses and is not required to follow up with you, outside the automated interactivity of MySigns, regarding your or anyone else’s care.

Therefore, there are risks associated with its use, including;

- a) the possibility of a person’s symptoms persisting while using MySigns
- b) the possibility of a person’s symptoms worsening while using MySigns
- c) the possibility of developing symptoms or conditions while using MySigns
- d) the possibility that MySigns is not suitable for a person at a particular point in time.

Appropriateness of content

You must not submit, post or upload any material to the MySigns site or app which:

a) is inappropriate, offensive or contrary to any applicable laws or standards. This includes, without limitation, material which:

(i) is racist, obscene or indecent, depicts violence, sexual activity or pornography; or contains instructions in crime or drug use; or

(ii) defames, libels, harasses, menaces, threatens, abuses, offends or embarrasses any person;

(iii) depicts suicide or suicidal activities, or attempts to involve others in suicide or suicidal activities

b) infringes the copyright, moral rights, confidentiality rights or intellectual property rights of any person, for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you (or which you do not have a license to reproduce on the Site);

c) infringes any of our rights or the rights of any third person including privacy rights;

d) breaches any laws, regulations, standards or codes as enacted modified or updated from time to time;

e) impersonates any person or suggests a connection to a group or organisation which is misleading;

f) advocates the use of force or violence towards any person;

g) encourages, endorses, approves or recommends the performance of dangerous or illegal acts; or

h) contains a virus or other code that has harmful or destructive properties.

UNSW Sydney may, at any time, without notice to you, filter, remove or refuse to post files, content or other material which it considers in its discretion to be in breach of the above. UNSW Sydney may also by written notification terminate your membership and/or suspend your access to the member sections of MySigns if you breach the Terms of Use.

Disclosure of Content

UNSW Sydney will not access, monitor your use of, or disclose content that you post to MySigns except:

a) to investigate possible breaches of these Terms of Use;

b) if a law requires or authorises the use or disclosure of content that you post;

c) if disclosure is reasonably necessary to enable an enforcement body to perform its function, including:

(i) the prevention, detection, investigation, prosecution or punishment of criminal offences; and

(ii) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; or

d) or use by us or our authorised nominees for internal research purposes (without, however, disclosing your identity or any other personal information that you may post).

Subject to the above, UNSW Sydney may in its discretion access, monitor and review all other content or material which you submit to the Site. If we allow you to post any information to the Site, we have the right to take down this information at our sole discretion and without notice.

Your obligations

You are solely responsible for any content or material which you post or upload on MySigns, or which is posted by another person using your user name or password. UNSW Sydney excludes all liability (to the extent permitted by law) for any loss, damage or expenses suffered by you or claims

made against you arising from content or material which you post or upload on MySigns, or which is posted by another person (whether using your username or password or otherwise).

Our obligations to you

UNSW Sydney will take reasonable steps to ensure the security and confidentiality of material which you post or upload onto MySigns. However, we cannot guarantee against any loss, damage, alteration or misuse of the content or material, and will not be responsible for any harm that you or any other person may suffer in connection with any loss, damage, alteration or misuse of material posted or uploaded onto MySigns.

UNSW Sydney will use its best efforts to provide high availability of MySigns, but this cannot be guaranteed outside normal business hours (9am-5pm, Monday to Friday). We are not responsible for any deletion, alteration, or loss of data due to network or system outages, file corruption, accidental deletion, incompatibilities or any other reasons. We make no guarantees as to server reliability, speed, or consistency, and cannot be held liable for such.

Fees and charges and cancellation

There is no fee or charge for you to register and use with MySigns. However, if you access MySigns through the use of the Internet, your Internet charges will apply.

UNSW Sydney reserves the right to change the usage fees associated with MySigns at any time. UNSW Sydney will notify all account holders of changes to usage fees. If this occurs, you will be free to choose whether or not to continue as a paying account holder. Your account will not be charged without your permission.

There is no minimum contract associated with the use of MySigns. You may choose to stop using MySigns at any time.

Continuation of MySigns and the Site

We reserve the right to discontinue MySigns and the Site at any time and for any reason.

Disclaimer and limitation of liability

This site is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, including the Australian Consumer Law UNSW Sydney makes no representations or warranties of any kind, express or implied, as to the Site's operation or the information, content or materials included on MySigns. To the full extent permissible by applicable law, the administrators of MySigns and UNSW Sydney hereby disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for any particular purpose. Neither MySigns nor UNSW Sydney will be liable for any damages of any kind arising from the use of or inability to use this site. You expressly agree that you use MySigns solely at your own risk.

The materials displayed on MySigns (“Content”), including without limitation all information, text, materials, graphics, names, logos and trademarks are for information purposes only. It should not be relied on as a substitute for professional advice on your or any other person's health or the assessment, treatment or prevention of any disease. Persons accessing MySigns do so at their own risk. You should always seek the advice of a physician or other qualified health provider with any questions you have regarding a medical condition. You should never disregard professional medical advice or delay in seeking it because of your result provided by anything you read on MySigns.

To the maximum extent permitted by law, including the Australian Consumer Law, UNSW Sydney has no responsibility or liability in relation to any direct or indirect loss or damage that you incur, including but not limited to damage to your software or hardware or mobile phone or injury to you or anyone else arising from your use of or access to MySigns, or as a result of the inaccessibility of the Site and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. UNSW Sydney makes no warranty regarding the quality, accuracy, merchantability or fitness for purpose of the Content or MySigns.

UNSW Sydney does not warrant that MySigns or functions contained in MySigns, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that our server or the server that makes it available are free of viruses or bugs.

To the extent permitted by law, all representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded. In the case of breach of condition or warranty implied by law or otherwise that cannot be excluded, the liability of UNSW Sydney is limited to the maximum extent permitted by law.

Access to and Ownership of MySigns Content

The Content in MySigns is protected by copyright, trade mark and other intellectual property laws and the rights of UNSW Sydney and/or its third party licensors. You obtain no interest in the MySigns Content.

The Content, material, logos and illustrations provided in MySigns are the property of UNSW Sydney and may not be reproduced or redistributed or otherwise used for any other purpose without permission. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit, distribute, perform, license, commercially exploit, create derivative works from, transfer, see or communicate to the public the Content (or a substantial part of it) in any way except as expressly provided for in these Terms of Use or under the Copyright Act 1968 (Cth) or other applicable laws.

You are granted the right to view MySigns Content using your web browser and mobile phone for your own personal, non-commercial use only on the terms and conditions set out in these Terms of Use and, where applicable, as expressly authorised by us and/or our third party licensors. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

By submitting content or materials to MySigns, you consent to UNSW Sydney exercising all rights in respect of such content or materials as are set out in these Terms of Use even if the exercise of such rights would, but for this consent, infringe any moral rights that you may have in such content or materials.

Quality of Information

Any errors in the Content that are brought to our attention will be corrected as soon as possible. UNSW Sydney reserves the right to change any Content on MySigns at any time without notice.

Content rights

UNSW Sydney may impose limits on the size of files uploaded by members into their account. UNSW Sydney may also filter, remove or refuse to post files which interfere with the technical operations of MySigns, including files which threaten to overload or crash a system.

External links

Links to external websites on MySigns are provided on an information source basis only. UNSW Sydney makes no warranty and accepts no responsibility or liability in relation to any information, products, services or advice provided by these external links and any views or recommendations provided in linked sites do not necessarily represent those of UNSW Sydney. You acknowledge that you enter any third-party websites at your own risk.

Complaints, technical help and technical fault reporting

If you have a complaint about MySigns, you may contact:

mysigns@unsw.edu.au

If you have any technical problems with MySigns, you may contact:

mysigns@unsw.edu.au

Please note that personal medical advice is not available from UNSW Sydney.

Governing law

These Terms of Use are governed by and are to be interpreted in accordance with the laws of New South Wales, Australia, and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.

MySigns Privacy Policy

Introduction

This statement sets out UNSW Sydney's policies relating to the collection and use of your personal information. It applies to your conduct on the MySigns web site at <https://mysigns.health> ("Site"). These policies are in addition to UNSW Sydney's general Terms of Use governing MySigns and should be read in conjunction with such Terms of Use.

UNSW Sydney recognises that your privacy is very important to you and that we are under a legal obligation to protect the integrity of your personal information. In accordance with the Privacy Act 1988 (Cth) and the Health Records and Information Privacy Act 2002 (NSW), we comply with the Australian Privacy Principles.

Please note that this Privacy Policy applies only to MySigns and not to any other sites that are linked to or mentioned on UNSW Sydney's other websites. 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.

Your personal information is important to us

We recognise that your privacy is very important and that you have a right to control personal information. We know that providing personal information is an act of trust and we take that seriously. The following sections set out how we handle and protect your personal information and safeguard your privacy.

How we collect information about you

Whenever you visit MySigns, our servers automatically record information about your usage of MySigns, such as the time of the visit, its duration and the pages you visit. This is to help us understand what parts of MySigns our users enjoy the most and to help us ensure that the information on MySigns is most directly relevant to your interests.

Once you have registered your details with MySigns, we collect personal information about you in order to provide you with the full benefits of MySigns. When you first register for MySigns, we collect information from you such as your email, name and date of birth.

If you provide to us personal information, you agree to provide to us current, correct and accurate information as required by us to provide this service to you.

How we use and disclose your information

We will use the information you provide to us to:

- a) provide MySigns services to you; and
- b) for internal purposes, including to fulfil our legal requirements, quality assurance and management purposes.

UNSW Sydney will not disclose your personal information without your consent unless:

- a) we believe there is a serious and imminent threat to the life, health or safety of yourself or another person;
- b) we need to investigate or report on activity which we believe on reasonable grounds to be unlawful;
- c) disclosure is required or authorised by law (for example where a regulatory authority has the power to request the provision of certain records or information);
- d) disclosure is reasonably necessary to enable an enforcement body to perform its functions, for example:
 - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences; and
 - (ii) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

You acknowledge that UNSW Sydney's right to disclose Personal Information under this Privacy Policy may involve disclosure to entities located outside Australia. Where UNSW Sydney is required or authorised to disclose your Personal Information, you consent to the disclosure of your Personal Information to foreign entities. We will, however, take reasonable steps to ensure that any foreign entities will deal with such personal information in a way that is consistent with the Australian Privacy Principles.

We will never share your personal information with a third party or allow a third party to promote its products and services directly to you without your explicit consent.

UNSW Sydney may use information to publish aggregate statistics about usage, membership, traffic patterns and other related site information that does not personally identify members. This is important to ensure that our content and services continue to meet the general needs of our users and members.

Our use of cookies

The MySigns website uses cookies to improve the quality of its service. Cookies are pieces of information that are transferred to your computer's hard disk when you open the MySigns web pages. Cookies by themselves do not collect any personal information but they do identify your browser.

The MySigns Site uses 'session' cookies. These are destroyed when you logout or close your browser or exit the Site in any other way. You must allow this cookie in your browser in order to retain your login throughout your visit.

When you use the MySigns Site, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol (IP) address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser. We use this information to evaluate our website performance and continually improve our services for you.

Most web browsers are set up to accept cookies, and while you can set your browser to not accept cookies, the MySigns Site may not function properly if you do this.

How we store your information

We will take all reasonable steps to keep secure any information we hold about you and to keep this information accurate and up to date. Your information is stored on secure servers that are protected in controlled facilities.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

The security of your personal information is important to us. All data are stored on Amazon Web Services servers through Amazon Web Services Cloud Security. The data remains controlled by us. MySigns follows industry standards to protect personal information and uses secure socket layer (SSL) technology and key based encryption techniques. However, the internet and any method of electronic storage is not 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. We also encourage you to take responsibility for the security of your own computer system.

Your research-related information

We will gather data about how frequently you access MySigns and how long you are active in MySigns. We may invite you to complete a short survey to rate your satisfaction with MySigns. Completing this survey is voluntary. Your MySigns access data and your rating data will be kept for seven years in an electronic format on the UNSW Sydney Data Archive or on UNSW Sydney OneDrive.

Your role in protecting personal information

By keeping your personal information secure and being aware of security, you can play an important part in protecting your personal information. You are responsible for maintaining the security and confidentiality of your username and password. Always log off from MySigns after completing your session, and do not let other people use your MySigns account.

Please notify us immediately if there is any unauthorised use of your account by any other Internet user or any other breach of security.

How you can access your information

If you are a MySigns member, you can access, change and update your Membership profile at any time on MySigns. Subject to any legal restrictions, we are happy to advise you what additional personal information we hold about you, should you request this. If your request is particularly complex or requires detailed searching of our records, there may be a cost to you in order for us to provide this information. If you believe there are errors in our records about you, please let us know and we will be happy to investigate and correct any inaccuracies. We may need to verify your identity when you request your personal information.

Making a complaint

If you think we have breached the Privacy Act 1988 (Cth), or you wish to make a complaint about the way we have handled your personal information, you can contact us using the details set out below. Please include your name, email address and/or telephone number and clearly describe your

complaint. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take.

Changes to this Privacy Policy

Our commitment to ensure MySigns is the leading Australian eHealth service means that we are constantly adding new sites and features to MySigns. We will continuously review our Privacy Policy to ensure that it protects your privacy while supporting your user experience on MySigns. UNSW Sydney may from time to time amend the MySigns Privacy Policy, and users are advised that continued use of the Site following amendment is deemed confirmation of acceptance. We encourage you to keep visiting our Privacy Policy to see if any updates have been made.

Contact Us

If you have any questions, comments or concerns about our Privacy Policy, or to access or correct your personal information, or make a complaint, please send an email to mysigns@unsw.edu.au