About us

This Ask EM App has been developed by the Monash Centre for Health Research and Implementation (MCHRI). MCHRI is a partnership organisation with Monash University and Monash Health.

MCHRI is a leading research and implementation unit that aims to create, synthesise, implement and translate clinical, health care and public health knowledge, underpinned by cross-sector end-user engagement, to deliver health impact. Monash University is listed in the top 1% of universities worldwide. Monash Health is the largest health service in the state of Victoria located across Melbourne, Australia.

Ask Early Menopause is a comprehensive, evidence-based application on Early Menopause. It has been designed together with women, for women, in collaboration with world-renowned Early Menopause experts.

Terms of Use & Privacy Policy

Important: Please read carefully. This website, askearlymenopause.org, all content and features contained herein and the Ask Early Menopause Application (collectively, the "AskEM App" or "App") is owned and operated by Monash University (ABN 12 377 614 012) of Wellington Road, Clayton, Victoria, 3800, Australia ("Monash University"). By accessing and/or using this App and related services, or by applying to register for an account on this App ("Account"), you agree to these terms and conditions ("Terms").

By applying to register for an Account or using this App, you will be assumed to have accepted these Terms. If you do not wish to accept these Terms you must not use this App or apply to register for an Account. In these Terms, "you" and "your" means any person who registers or applies to register for an Account or accesses or uses this App.

Monash University values the privacy of every individual's personal and health information and is committed to the protection of personal information. When you use the AskEM App, information about you will be collected and used in accordance with the consent you provide us when you sign up to use the App, and otherwise in accordance with these Terms. Monash University will otherwise manage and store your information as set out in our <u>Data Protection and Privacy Procedure</u>. You can find more information in our Data Protection and Privacy Procedure or by contacting dataprotectionofficer@monash.edu.

Personal and health information is handled in accordance with the Privacy and Data Protection Act 2014 (Vic), the Health Records Act 2001 (Vic), as well as the European Union General Data Protection Regulation 2016/679 (EU) where applicable.

THE INFORMATION AND MATERIAL PROVIDED THROUGH THIS APP IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE USED OR RELIED ON AS MEDICAL ADVICE OR TO DIAGNOSE, TREAT, CURE OR PREVENT ANY MEDICAL CONDITION. WHILE CARE HAS BEEN TAKEN IN CREATING THIS APP, MONASH UNIVERSITY DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION OR MATERIAL PROVIDED THROUGH THIS APP IS ACCURATE, COMPLETE, UP TO DATE OR SUITABLE FOR ANY PURPOSE. USERS ACCESS THIS APP AND RELY ON THE INFORMATION AND MATERIAL PROVIDED THROUGH IT AT THEIR OWN RISK.

1. Registration

You must have successfully registered for an Account to access certain features of this App and purchase products. After you successfully register for and activate your Account, the user name and password you have provided must be kept secure and you are responsible for all use and activity carried out under this user name or using your Account. Your Account is non-transferrable.

By applying to register for an Account, you:

- warrant that you are at least 16 years of age;
- warrant that you possess the legal right and ability to enter into a legally binding agreement with Monash University; and
- agree and warrant to use this App in accordance with these Terms.

2. Account information

You warrant that all information supplied to Monash University as part of your application to register for an Account is true and correct. You acknowledge that Monash University may take such steps as it is able to verify the information provided by you in order to provide you with an Account. If Monash University considers (in its sole discretion) that any of that information provided by you is untrue, Monash University reserves the right to reject your application for an Account or to cancel your Account at any time, and terminate your access to the features of this App which are only accessible by registered Account holders. You indemnify Monash University from and against any and all liability, loss, damage and costs (including legal costs) arising from its use of or reliance upon the information contained in your application to register for an Account, or supplied by you through your Account.

3. Information we collect

The App collects the following personal data in line with the use purposes explained in a subsequent section:

- IP address
- your display name
- your email address (for the purpose to log-on)
- phone number
- your year of birth (optional)
- country of residence (optional)
- height and weight (optional)
- information preferences (optional)
- self-diagnosis quiz responses (optional)
- selected QPL personalised questions to ask doctor (optional)
- simple search queries
- browsed topics and articles
- preferred articles
- duration of use of this App

4. Use of your information

The App uses your personal information for the following purposes:

1. To create a user profile and log in.

- 2. To provide information based on your needs and respond to your requests. The App may use your personal information to provide you with notices of new events and updates.
- 3. To provide targeted content to you and to improve your experience within the App.
- 4. The App may use your personal information, including the information gathered as a result of App navigation and electronic protocols, to help create and personalise App content, improve App quality, evaluate page response rates, conduct usability testing, and facilitate your use of the App (for example, to facilitate navigation and the login process, avoid duplicate data entry, and enhance security).
- 5. To get feedback or input from you. In order to deliver information services of most interest to our customers, from time to time, we may ask App users to provide us input and feedback (for example through surveys, usability studies, focus groups, research opportunities).
- 6. To protect the App information assets as well as your own personal data. The Monash University Information Security Program protects the confidentiality, integrity, and availability of App information assets by following a risk management approach based on policies, standards, guidelines, and procedures to meet security objectives while supporting research and operational goals.
- 7. We may use de-identified data to further Early Menopause research to help us understand the condition better and to contribute best practice and treatment of Early Menopause. We are a not for profit research organisation. All of the results of our research are provided free of charge to health professionals and women with Early Menopause.

5. You control your own information

You can control your information. If you are a registered user, you can review, revise, and correct the personal data that you have provided to the App.

If you would like to request access to or correction of your personal information from our database, please contact dataprotectionofficer@monash.edu.

6. Your Privacy

We respect your privacy. We want to ensure that you get the information, content, and experiences that matter most to you. You agree that Monash University may collect and deal with personal information about you or others in accordance with the Monash University Privacy Collection Statement, which can be found at

https://www.monash.edu/privacy-monash/privacy-collection-statements.

You warrant that you have obtained the consent of any person whose personal information is as a result of anything done by you collected and uploaded through this App. For any person who is under 16 years of age, if you are not their parent or legal guardian, you warrant that you have obtained the consent of their parent or legal guardian to that person's personal information being collected and uploaded through this App as a result of anything done by you.

7. Security

You may select or be allocated codes or other information (such as a username and password) to log in to Monash University's computer systems as a result of successfully registering for an Account ("Log In Details"). You must keep your Log In Details secure and

confidential. If you believe that your Log In Details have been compromised, you must tell Monash University immediately or change them on this App through the facilities provided. Monash University is entitled to assume that you are the person gaining access to any part of this App that is only accessible to registered Account holders or Monash University's computer systems through the use of your Log In Details, and you will be responsible for what is done while using your Log In details, unless you have given Monash University reasonable prior notice that your Log In Details have been compromised and new Log In Details have not yet been allocated to or selected by you. You must make sure that your computer systems are protected by up to date anti-virus software and take all reasonable steps to prevent any malicious software (such as "viruses", "worms", "cancelbots", "trojan horses", "phishers", "bombs", "trapdoors", "spyware" or other software, data or routines designed to disrupt or provide unauthorised access to systems or data) from being uploaded to or accessing Monash University's systems.

8. Intellectual Property

Unless otherwise indicated, Monash University owns or has been granted licences by third parties that own all rights, title and interest (including copyright, designs, patents, registered and unregistered trademarks and other intellectual property rights) in and to this App and all of the material (including all text, graphics, logos, audio and software) made available on or provided through this App ("Content").

9. Purpose of use

Subject to your compliance with these Terms, Monash University grants you a royalty-free, non-exclusive, non-transferable, limited licence to use this App and the Content and view this App and the Content for personal non-commercial purposes only. Unless you have obtained Monash University's prior written permission, you must not use this App or the Content for any other purpose or do any of the following:

- 1. copy, distribute, sell, rent or modify any part of this App or the Content;
- 2. reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of any part of this App or the Content (except to the extent permitted by non-excludable applicable law), or tamper with any part of this App or the Content in a way that disables, circumvents, or otherwise defeats any protection mechanisms that have been applied to this App or the Content;
- 3. operate this App for the benefit of any other person, whether as an online service, outsourced service, comparison service or otherwise;
- 4. remove, alter or add to any trademark or copyright notice or similar marking applied to the Content or within this App; or
- 5. extract any data from any of the databases used by or forming part of this App, or resell or distribute that data in any way.

10. Monash University reserves the right to enforce its intellectual property rights in the Content or this App through civil proceedings.

11. Prohibited Activities

You must not do any act that Monash University (acting reasonably) considers is inappropriate or which is unlawful or prohibited by any laws applicable to this App, including but not limited to:

- 1. any act that would constitute a breach of either the privacy (including by uploading through this App personal or health information without an individual's consent) or any other of the legal rights of individuals;
- 2. using this App to defame or libel Monash University, its employees or other individuals;
- uploading files (whether deliberately, negligently or as a result of failure to take reasonable steps) that contain viruses or other software, data or routines that may cause damage to, disrupt or provide unauthorised access to Monash University's computer systems, data or other property or the property of other individuals;
- 4. posting on or transmitting to this App any non-authorised material including, but not limited to, material that is, in Monash University's opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise detrimental to or in violation of Monash University's systems or network security or a third party's systems or network security.

12. User Content

Monash University may allow you to post information to this App, including in any discussion forum provided ("User Content"). Although Monash University is not obligated to monitor or screen User Content, Monash University retains the right to take down User Content at any time, in its sole discretion, for any reason and without notice. Neither the removal of content, nor failure to do so will result in liability to anyone. You grant Monash University a royalty-free, non-exclusive, non-transferable, limited licence to use, reproduce and communicate to the public the User Content and to sub-license other people to use and view the User Content. You warrant that you are legally entitled to contribute, discuss, submit, upload, post or transmit the User Content to, on or through this App and have obtained all necessary licences, consents and approvals in relation to the User Content (including intellectual property licences) to enable you to contribute, discuss, submit, upload, post or transmit the User Content to, on or through this App and to permit Monash University and other people to deal with the User Content in accordance with the licences granted above. Monash University takes no responsibility for and does not expressly or implicitly endorse, support or guarantee the completeness, truthfulness, accuracy or reliability of any User Content.

14. Changes to the service

Monash University reserves the right at any time to change, remove or discontinue any content, feature or function of this App, or all or any part of this App, either temporarily or permanently, with or without notice to you. From time to time Monash University may issue updates that add, modify and/or remove features or content from this App. These updates may be applied automatically with or without notice to you. These Terms will govern any updates provided by Monash University unless the update is accompanied by separate terms and conditions in which case those terms and conditions will apply.

15. Access to this App

Access to this App depends on telecommunications and internet service providers and other external factors and Monash University cannot guarantee the availability of this App at all times or at any specific times. While Monash University will take precautions to ensure this App is secure, no data transmission over the Internet can be guaranteed as totally secure.

16. Third party websites

This App may cause the device through which you gain access to this App to display URLs or links to websites not controlled by Monash University. Those URLs or links are provided for convenience only and may not be current. Providing a URL or link should not be construed as an endorsement or approval of the third-party websites by Monash University, and Monash University is not responsible for the content of third-party websites.

17. Disclaimers and liability of Monash University

MONASH UNIVERSITY DOES NOT WARRANT NOR REPRESENT THAT USE OF THIS APP WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, OR THAT THIS APP WILL MEET YOUR REQUIREMENTS OR THAT IT WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR BE COMPATIBLE OR INTEGRATE WITH YOUR COMPUTER SYSTEMS. ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS AGREEMENT ARE EXCLUDED AS FAR AS PERMITTED BY LAW. IF ANY LEGISLATION IMPLIES OR APPLIES IN THESE TERMS ANY CONDITION, WARRANTY OR GUARANTEE, AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING THE APPLICATION OF OR EXERCISE OF OR LIABILITY UNDER THE CONDITION, WARRANTY OR GUARANTEE, THE CONDITION, WARRANTY OR GUARANTEE, THE CONDITION, WARRANTY OR GUARANTEE, THE CONDITION, WARRANTY OR GUARANTEE IS DEEMED TO BE INCLUDED IN THESE TERMS.

18. Termination

If you fail to comply with any part of these Terms, Monash University may terminate this agreement, your Account and your right to use this App, by notice to you via your registered email with us. Termination of this agreement will not affect any rights or liabilities you or Monash University have accrued up to that time. Upon termination of this agreement, you must stop using and accessing this App.

19. General

You may not assign, transfer or otherwise deal with the rights under the Terms without the prior written consent of Monash University. This agreement will be governed by and construed in accordance with the laws in force in the State of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of that State. If any term of this agreement is held unenforceable or illegal for any reason, the Terms will remain otherwise in full force apart from that provision.

20. Policy updates

The App may update these Terms and Privacy Policy from time to time. Questions, complaints or feedback about this App should be directed to: AskEM.admin@monash.edu