Val Terms of Use

Last Updated: 7 October 2024

Val is RMIT's custom-built generative AI tool! Val is available to RMIT's and its affiliates' staff and students for learning, research, teaching and work-related purposes.

Val is trained solely on publicly available internet data and is suited to answer enquiries of a general nature only. It is never appropriate to rely on the Output for medical, financial, legal or any other professional advice or purpose.

These Terms of Use form an agreement between you and RMIT and they include important provisions for your use of Val. If you do not agree with the following Terms of Use, you must not use Val.

All capitalised terms used in these Terms of Use are defined in the "**Definitions**" section below.

By using Val, you agree to the following:

Your use and access:

You acknowledge and agree that:

- Val is available to you solely for learning, research, teaching, and work-related purposes as a staff member or student of RMIT or its affiliates.
- generative AI applications may, at times, provide incorrect, biased, negative, or inappropriate Output.
- you are not required to use Val and you are free to stop using Val at any time.
- if you encounter or receive any humiliating, defamatory, discriminatory, illegal, inappropriate, or offensive Output while using Val, you must promptly report it via Val's 'Feedback' button and complete the Val User Experience Survey.
- RMIT retains the right to implement certain safety features to block harmful or illegal Content at its own discretion.
- you must always use Val and Content in compliance with all applicable Laws and RMIT policies including, without limitation, the:

  - o Acceptable Use Standard - Information Technology;
  - o Student Conduct Policy;
  - o Brand and Communications Policy; and
  - o Academic Integrity Policy.

- your prompts will not contain personal, sensitive, or health information about yourself or anyone else. In the event that any Personal Information is collected by Val, it will be handled and processed by RMIT in accordance with the RMIT Privacy Statement.

You will:

- employ critical thinking, discretion, and common sense when using any Output you receive.
- not provide any Input that includes, without limitation:
  - o humiliating, defamatory, discriminatory, illegal, inappropriate, or offensive content;
  - o personal, sensitive, or health information about you or anyone else. This includes Personal Information such as names, ID numbers, email addresses,

Artwork 'Sentient' by Hollie Johnson

phone numbers, dates of birth, and images;
- o works, instructions, or prompts for the purpose of generating Output which in any way infringes, misappropriates, or violates anyone's rights; or
- o national interest and secrets.
- not distribute any Output by any means including, without limitation, email, websites, social media, video conferencing, live-stream, or hard copy, which in RMIT's opinion:
  - o will or is likely to harm or adversely affect the name or reputation of RMIT or its affiliates, their users, or anyone else;
  - o spreads or promotes disinformation or misinformation;
  - o is humiliating, defamatory, discriminatory, illegal, inappropriate, corrupt, offensive, or disreputable; or
  - o may bring RMIT or its affiliates, their users, or anyone else, into disrepute, contempt, scandal, or ridicule.
- not modify, copy, lease, sell, distribute, or attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of Val, including its models, algorithms, or systems.
- not represent that Output was human generated when it was not.
- not represent that any Output is RMIT's position or opinion on any subject.
- not, directly or indirectly, interfere with or disrupt Val in any way, including, without limitation, to circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations RMIT may put on Val.
- not use Content to develop models that compete with Val.

Ownership and RMIT's Use of Content:

Ownership
Inputs. You represent and warrant that you have all rights, licenses, and permissions needed to provide Inputs into Val. Your ownership of Input does not extend to RMIT Confidential Information or any Third Party Input.

Ownership of Content. To the extent permitted by applicable law and subject to these Terms of Use, you: (a) retain your ownership rights in Input; and (b) own the Output. Your ownership of Output does not extend to other users' output, RMIT Confidential Information, or any Third Party Output.

Similarity of Content. Due to the nature of Val and artificial intelligence generally, Output that you receive may not be unique and other users may receive similar output from Val.

Use

To allow RMIT to understand and report on how Val is being used across the university, enforce these Terms of Use, and continually develop and improve Val, you hereby grant RMIT a non-exclusive, world-wide, perpetual, irrevocable, fully-paid, royalty-free, transferable, and sublicensable right and licence to use the data and information that are collected from your interactions with Val, including your Inputs (collectively, **Usage Data**). Usage Data is de-identified by RMIT and does not include student or staff IDs.

Prompt histories are retained for the above purpose (unless you choose to delete them using the functionality available in Val). Prompt histories are stored securely and are only accessible by you and authorised RMIT staff members.

Depending on the Input, some Usage Data is processed in a jurisdiction outside of Australia including, without limitation, the US, Japan, or Europe. This processing is temporary and all Usage Data is retained by RMIT in Australia after such processing.

Suspension and termination of access

RMIT reserves the right to suspend or terminate your access to Val if RMIT determines:

- You breached any term of these Terms of Use;
- We must do so to comply with Laws; or
- Your use of Val violates any applicable Laws or RMIT policies.

RMIT may also decide to discontinue or terminate offering Val, but if RMIT does so, RMIT will give you reasonable advance notice.

Disclaimer of warranties:
VAL IS PROVIDED TO YOU "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY LAW, RMIT AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO VAL AND THE OUTPUT, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. RMIT DOES NOT WARRANT THAT VAL OR THE OUTPUT WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF VAL OR THE OUTPUTS FROM VAL, INCLUDING DISTRIBUTION BY ANY MEANS (VIA EMAIL, WEBSITES, SOCIAL MEDIA, HARD COPY, ETC), IS AT YOUR SOLE RESPONSIBILITY AND RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF FACTUAL INFORMATION OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

Limitation of liability:
NEITHER RMIT NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR ANY OTHER LOSSES, EVEN IF RMIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RMIT'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE WILL NOT EXCEED ONE HUNDRED DOLLARS (AU$100). THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Changes to Val or these Terms of Use:
RMIT is continuously working to develop and improve Val. Accordingly, RMIT may update these Terms of Use or Val from time to time. For

example, RMIT may make changes to these Terms of Use or to Val due to:
- Changes to legal or regulatory requirements.
- Security, safety, or for circumstances beyond RMIT's reasonable control.
- Changes we make in the usual course of developing Val and in adapting to new technologies.

RMIT will use reasonable endeavours to give you notice of changes to these Terms of Use via Val's website. If you do not agree to the changes, you must stop using Val immediately.

Delay in enforcing these Terms of Use:
RMIT's failure to enforce a provision of these Terms of Use is not a waiver of its right to do so later. If any portion of these Terms of Use is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible, and it will not affect the enforceability of any other terms contained herein.

Management and Support:
All of Val's technical facilities and operating personnel are managed or otherwise controlled by a specialised RMIT team based in Australia. All associated infrastructure is owned and operated solely by RMIT in Australia.

All queries or support requests related to Val should be directed to [IT Service Connect - RMIT University](#) or by using the "Feedback" button in

Val. Please contact aiquestions@rmit.edu.au for any questions or concerns about Val that cannot be resolved through IT Connect or the Feedback button.

Entire agreement:
These Terms of Use contain the entire agreement between you and RMIT regarding Val and supersedes any prior or contemporaneous agreements regarding the subject matter herein.

Governing law. These Terms of Use are governed by the laws of the State of Victoria, Australia and all claims arising out of or relating to these Terms will be brought exclusively in the exclusive jurisdiction of the courts of the State of Victoria, Australia.

Definitions:

Content means, collectively, the Input and Output.

Input means the text, images, chats, documents, prompts, prompt histories, instructions, or other enquiries that you enter into Val. Input includes RMIT Confidential Information and Third Party Input.

Laws means, whether Australian, Vietnamese, or otherwise, all laws including rules of common law and equity, statutes, regulations, determinations, by-laws, ministerial directions, subordinate legislation, decrees, circulars, ordinances, mandatory codes, codes of practice, directives, industry codes, standards, guidelines, writs, orders, injunctions, judgements, and government authority requirements.

Output means the data, information, chats, text, images, documents, materials, or other responses that you receive from Val in connection with any Input. Output includes RMIT Confidential Information and Third Party Output.

Personal Information means "personal data" or "personal information" as defined under the applicable data privacy and protection Laws.

RMIT means the Royal Melbourne Institute of Technology (ABN 49 781 030 034) located at 124 La Trobe Street, Melbourne, VIC 3000, Australia.

RMIT Confidential Information means:

(a) All information which, by its nature is confidential, or which is designated by RMIT to be confidential, or which you know or ought to know is confidential, including Personally Information.
(b) All information relating to RMIT's business or financial affairs, transactions, accounts, projects, investigations, financing or management, research and development, unpatented inventions, trade secrets, formulae, know-how, drawings, works, improvements, concepts, ideas, designs, biological materials, chemical compounds and formulae, samples and other materials of whatever description or form.
(c) Any other information the disclosure of which may be detrimental to RMIT's interests, but not including information in the public domain (other than through any breach of confidentiality).

Terms of Use means these terms and conditions upon which RMIT makes Val available for use.

Third Party Input means data, information, intellectual property, text, images, documents, materials, or other enquiries that you enter into Val that are owned by a third party.

Third Party Output means data, information, intellectual property, text, images, documents, materials, or other responses that you receive from Val that are owned by a third party.

Val means RMIT's custom-built, generative AI tool made available to RMIT's and its affiliates' staff and students for learning, research, teaching and work-related purposes.