

ANZ Terms of Use

By using Dawn (the “Service”), you agree to these terms of use in addition to [ResMed’s website terms and conditions](#). The Service is intended solely for use by individuals physically located within Australia and New Zealand. Users located outside of Australia and New Zealand should not access or rely on the Service. If you do not agree with these terms, please refrain from using the Service.

Disclaimer

ResMed provides the Service for general indicative information only. Don’t rely on the Services for medical, legal, financial, or other professional advice. Any content regarding those topics is provided for informational purposes only and is not a substitute for advice from a qualified professional. In particular, ResMed does not provide advice on any issues relating to medical treatment, diagnosis or clinical support. Always seek the advice of a physician or other qualified healthcare provider for any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have seen or read on this Service or through an application, tool or website of this Service.

The Services use artificial intelligence algorithms and may sometimes provide inaccurate or offensive content that doesn’t represent ResMed’s views. Use discretion before relying on or otherwise using content provided by the Services. ResMed is not responsible for any error, omission, misrepresentation or misstatement from the Services or otherwise on the website. The Service may not reflect the most current information about Resmed products. Refer to official product materials for up-to-date information.

To the extent permitted by the law, ResMed makes no representations, warranties or guarantees in relation to the availability, suitability continuity, reliability, accuracy, currency or security of the Services.

For a product complaint, please contact: service@resmed.com.au

Language Translations

The Service provides language translations for its outputs to languages other than English "as-is." Such translations are generated using third-party artificial intelligence tools, and may contain translation errors, be inaccurate, or be incomplete. Translations are not reviewed, endorsed, or monitored by Resmed. You are responsible for confirming the accuracy of any translations provided.

Privacy

You may provide information when interacting with the Services, which includes personal information. You consent to ResMed processing your personal information in accordance with our [Privacy Policy](#). For information on data collection and usage please consult our [Privacy Policy](#).

Australian Consumer Law (AUSTRALIAN USERS ONLY)

Dawn is an automated chat bot using generative AI. While it has been trained to provide correct information on Warranties, it is important for you to know the following information, which prevails in the event of a discrepancy from Dawn’s responses:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer

Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods, to cancel the contract for the service, and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Prohibited use

You will not use the Services to:

- Develop machine learning models or related technology
- Input any unauthorised sensitive, proprietary or confidential information
- Damage, corrupt, tamper with or infect this Service, or any information or telecommunication system of ResMed with a virus or other malicious computer program
- Undertake any activity which may adversely affect the use or enjoyment of this Service by any person
- Compromise security or tamper with system resources and/or accounts (e.g. using password guessing programmes, cracking tools or network probing tools)
- Upload or transmit anything via our Services that is obscene, defamatory, abusive, or threatening or that infringes any other person's rights
- Perform or facilitate dangerous, illegal, or malicious activities, including:
 - Facilitation or promotion of illegal activities or violations of law, such as
 - Promoting or generating content related to child sexual abuse or exploitation
 - Promoting or facilitating sale of, or providing instructions for synthesizing or accessing, illegal substances, goods, or services
 - Facilitating or encouraging users to commit any type of crimes
 - Promoting or generating violent extremism or terrorist content
 - Abuse, harm, interfere, or disrupt services (or enable others to do the same), such as
 - Promoting or facilitating the generation or distribution of spam
 - Generating content for deceptive or fraudulent activities, scams, phishing, or malware.
 - Attempt to override or circumvent safety filters or intentionally drive the model to act in a manner that contravenes our policies
 - Generate content that may harm or promote the harm of individuals or a group, such as
 - Generating content that promotes or encourages hatred
 - Facilitating methods of harassment or bullying to intimidate, abuse, or insult others
 - Generating content that facilitates, promotes, or incites violence
 - Generating content that facilitates, promotes, or encourages self-harm
 - Generating personally identifying information for distribution or other harms
 - Tracking or monitoring people without their consent

- Generating content that may have unfair or adverse impacts on people, particularly impacts related to sensitive or protected characteristics
- Generate and distribute content intended to misinform, misrepresent or mislead, including
 - Misrepresentation of the provenance of generated content by claiming content was created by a human, or represent generated content as original works, in order to deceive
 - Generation of content that impersonates an individual (living or dead) without explicit disclosure, in order to deceive
 - Misleading claims of expertise or capability made particularly in sensitive areas (e.g. health, finance, government services, or legal)
 - Making automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare)
- Generate sexually explicit content, including content created for the purposes of pornography or sexual gratification.