

NZ Algorithm Hub

Terms of Use & Privacy Policy

Last revised 15 October 2020

Introduction

This website makes a number of models, algorithms and calculators (“**Models**”) available to the public. The Models use information submitted by the user to infer outcomes based upon scientific research. Models may be developed by Orion Health, the Precision Driven Health (PDH) Research Partnership (<http://www.precisiondrivenhealth.com/>) and/or third party contributors.

Before using any of the Models you must read and accept these Terms of Use and the Privacy Policy below. The Terms of Use and Privacy Policy apply to all website users (who may be referred to as “website users” or “you”). References to “Orion Health”, “we” or “us” are to Orion Health Holdings Limited and its subsidiaries. If you have any questions or comments about the Terms of Use or Privacy Policy you can contact Orion Health at privacy@orionhealth.com.

Terms of Use

Plain English Explanation

The Models are not intended to diagnose illness, or be used as a substitute for medical advice and treatment. They provide predictive outcomes which may not be accurate. Please consult a medical professional for any medical treatment or diagnosis

The Models are only intended to be used in New Zealand.

Full Terms of Use

The Models are provided free of charge, for personal use only. You agree not to provide the Models to others for commercial gain. A Model may be made available for a limited time and may be withdrawn from the site without notice.

You acknowledge that Orion Health is not engaged in the practice of medicine and that the Models are an information tool only, and not a substitute for competent medical advice.

Individuals with any type of medical condition should seek professional medical advice. For medical concerns, including decisions about medications and other treatments, users should always consult their physician or other qualified medical professional. The Models are intended to be used in New Zealand only.

If you are a medical professional using the Models to assist with medical decision-making, it is entirely your responsibility to ensure that you fulfil your legal responsibilities in relation to the same, including providing notice to the individual about the use of the Models and how it may impact their medical treatment. It is entirely your responsibility to verify the accuracy of the outcome generated by the Models using your own professional judgment (including before entering it into a patient's clinical records).

You acknowledge that the Models are not intended for the processing and storage of personal information and agree not to submit personal information to the website (including health information). Orion Health shall have no liability to you or third parties in relation to any personal information submitted to or generated by the website.

The website, Models and all content accessible via the website and Models are provided free of charge on an "as is" and "as available" basis. To the fullest extent allowed by law, Orion Health expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Orion Health makes no warranty that: (i) the website or the Models will be uninterrupted, secure, error-free, free from defects, (ii) any content accessible will be timely, complete, accurate, reliable, error-free, or free of algorithmic bias, (iii) your information will be protected against loss, misuse, interruption or alteration by third parties, or (iv) the Models meet your expectations or requirements. You agree that your access to and use of the website and the Models is at your own risk, and that you are solely responsible for any liability or damage that you may incur through use of the website or the Models.

You agree that Orion Health shall not be liable to you for any direct, indirect, incidental, special, consequential, exemplary or other damages that arise from your use of the website or the Models, including, but not limited to, damages for injury, illness, disability, loss of use, data or other intangible losses (even if they have been advised of the possibility of such damages). Orion Health reserves the right at any time and from time to time to modify or discontinue the website, the Models (or any part thereof) and you agree that Orion Health shall not be liable to you for this.

These Terms of Use may be updated from time to time so you may wish to check them each time you use this website. The date of the most recent revisions will appear on this page. If you do not agree to these changes, please do not continue to use this website.

Privacy Policy

Purpose

This Privacy Policy applies to the treatment of information provided to Orion Health when website users visit the site and use the Models.

What information does Orion Health collect?

Personal information

Orion Health temporarily processes information submitted by website users for calculation purposes only. Website users do not need to create a personal login to use the Models, and are restricted in the Terms of Use from entering personally-identifiable information when using the Models. It is therefore not expected that information submitted by users will identify them, or any other individual.

User activity data

Orion Health uses Google Analytics to track website user activity, including for example the webpages visited, the links clicked and the page view count. Your web browser automatically sends this information to Google. Google may also set cookies on your browser or read cookies that are already there. You can turn off Google Analytics tracking by installing the Opt-Out Browser Add-on at <https://tools.google.com/dlpage/gaoptout>.

Other than your IP address, no information that identifies you is available to Google or Orion Health. Your IP address is a number that can be used to uniquely identify your specific computer or other network device on the internet and can be used to find out information about your general location.

How will Orion Health use the information it collects about me?

When you visit this website and use any of the Models available to you, the information entered into the Models is processed by software installed in the Amazon Web Services (AWS) cloud, hosted in a data centre managed by AWS in Sydney, Australia. The software is programmed to use the information you enter, to predict outcomes based upon scientific research. Information about the scientific research behind Model outcomes is available on the website.

Orion Health uses the information it tracks via Google Analytics to understand how and from where the website is being used and to improve it. This information may be shared with third party Model contributors. You can read about how Google uses this information (and find the Opt-Out Browser) at <https://tools.google.com/dlpage/gaoptout>.

How we protect your information

To prevent unauthorised use, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and administrative procedures to safeguard and secure the information we receive.

How long will Orion Health keep my information?

Neither the information entered into the Models, nor the outcome inferred by the software, are stored by Orion Health following the calculation, except to the extent such information is captured in audit logs. Audit logs will be securely maintained for approximately two weeks following the relevant calculation.

Your Rights

To the extent we hold any personal information about you (e.g. your IP address), you have the right to ask us to correct or stop using it at any time. If you wish to exercise these rights, you can contact Orion Health at privacy@orionhealth.com.

Changes to our Privacy Policy

This Privacy Policy may be updated from time to time so you may wish to check it each time you use this website. The date of the most recent revisions will appear on this page. If you do not agree to these changes, please do not continue to use this website.