# VicGov Chat Terms and Conditions of Use

These VicGov Chat Terms and Conditions of Use ("**Terms**") are an agreement between you and Cenitex (also referred to as "**we**", "**us**" and "**our**").

By using VicGov Chat, you affirm that you have read, understood and agree to be bound by these *Terms*. If you do not agree to these *Terms*, you must not use VicGov Chat.

## Introduction

These Terms describe your rights and responsibilities as a user of the general-purpose Victorian Government conversational AI platform named VicGov Chat ("**VicGov Chat**").

VicGov Chat offers a secure, AI-powered chatbot for the Victorian Public Sector ("**VPS**"), enabling safe and secure use of generative AI to support a wide range of tasks VicGov Chat can be used to create drafts, summarise documents and conduct research, helping to improve productivity and streamline day-to-day activities.

Hosted within a secure Azure Landing Zone, VicGov Chat leverages OpenAI LLMs from Microsoft Azure, and operates entirely within a closed, Australian-based private environment to ensure data sovereignty and alignment with the Victorian Protective Data Security Standards. The Azure OpenAI Service is operated by Microsoft as an Azure service and does not interact with any services operated by OpenAI (e.g. ChatGPT or the OpenAI API).

The service includes enterprise-grade security controls such as encryption, private endpoints, and continuous monitoring. VicGov Chat provides a flexible foundation that can be extended with additional features and integrations, including custom knowledge sources, secure retrieval-augmented generation (RAG) to support the evolving needs of the *VPS*.

## Definitions

In these Terms:

> **"Agency"** means:

(a) Cenitex; or
(b) a 'public sector body' or an 'exempt body' (as those terms are defined in the *Public Administration Act 2004* (Vic)) who is a shared service customer of Cenitex.

**"Authorised User"** means an Eligible User who is granted permission through Microsoft Entra ID to access and use VicGov Chat by their Agency.

**"Cenitex Services"** means the ICT shared services that Cenitex provides to Victorian Government customers (which may include other Agencies).

**"Digital Identity"** means a digital identity created through Microsoft Entra ID or another Microsoft Cloud Service.

**"Eligible User"** means a natural person with a *Digital Identity* who is:

- an employee, officer or agent of an Agency;

- a contractor working under the direction or control of an Agency; or

- approved by us as eligible to access and use VicGov Chat.

**"Your Agency"** means the Agency that grants you permission through Microsoft Entra ID to access and use VicGov Chat.

## Purpose of Use

You may only use VicGov Chat to perform your official work duties as part of your employment or engagement with *Your Agency*. You must not use VicGov Chat for any other purpose.

## Authorised Access

VicGov Chat is designed solely for access and use by *Authorised Users*. You must not access or use VicGov Chat unless you are an *Authorised User*.

Prior to using VicGov Chat, you must complete all of the required onboarding processes directed by *Your Agency* allowing you to access and use *Your Agency's* internal systems and other digital products.

You must immediately cease using VicGov Chat if you cease to be an *Authorised User*.

## Changes to VicGov Chat

We may change, add or remove functions or other aspects of VicGov Chat at any time.

We will give you at least 30 days' advance notice of any such changes that materially adversely impact you either via email or an in-product notification. All other changes will be effective as soon as we post them to our website. If you do not agree to the changes, you must stop using VicGov Chat.

## Availability of VicGov Chat

We will make reasonable efforts to have VicGov Chat available to you.

*Your Agency* is responsible for providing and maintaining hardware, software, internet access and other services needed to access VicGov Chat.

## Authentication

Your *Digital Identity* needs to have the required permissions for you to access VicGov Chat.

*Your Agency* is responsible for managing your *Digital Identity* (including password and multi-factor authentication policies relating to your *Digital Identity*). We use that *Digital Identity* to authenticate and authorise you for the purpose of accessing VicGov Chat.

We accept no responsibility with respect to *Your Agency's* services regarding your *Digital Identity* and other aspects of organisational identity management to access VicGov Chat.

## Conversations with VicGov Chat

In using VicGov Chat, You may:

- provide text, documents, code, images, audio, video, files or other data to VicGov Chat ("**Inputs**"); and

- receive data output from VicGov Chat in response to or based on the Input ("**Outputs**"),

(collectively, "**Conversations**").

You are not permitted to Input or upload any documents that contain any personal, sensitive or medical information into the VicGov Chat platform.

You are responsible for all *Conversations* you have with VicGov Chat, including *Inputs* and any subsequent use or reuse of any *Outputs*.

You must ensure that you have all necessary rights and consents to provide any *Inputs* to VicGov Chat, and for VicGov Chat to process those *Inputs* and generate *Outputs* based on or incorporating the *Inputs*.

You are responsible for the classification label of the information you intend to *Input* into VicGov Chat prior to commencing *a Conversation* in VicGov Chat, and you must ensure that your *Input* conforms to that label. You must not provide any *Input* classified as PROTECTED or above.

You acknowledge and agree that you and *Your Agency* will be bound by the *Public Records Act 1973* (Vic) in relation to any act done or practice engaged in by you or *Your Agency* in respect of public records. Please note that public records include data and information, and that public records are created the moment they are made or received by you in the course of your official work duties.

You and *Your Agency* are responsible for ensuring that records are compliant with the *Public Records Act 1973* (Vic) (and with any other record-keeping obligations applying to you by or under law, e.g., under the *Crimes Act 1958* (Vic)), including by determining:

- whether a record of the conversation needs to be kept, captured, and managed by Your Agency; and

- how that record is kept, captured and managed,

in accordance with relevant legislation, policies and procedures.

*Your Agency* retains ownership rights in your *Inputs* and owns the *Outputs* received by you, in accordance with the intellectual property policies and guidelines applying to you and *Your Agency*. *Your Agency* is assigned all right, title and interest, if any, in an Output

## Use of Inputs and Outputs by Microsoft

Under the VicGov Chat platform, Your *Inputs* and *Outputs*:

- are not made available to other Microsoft customers (including other Agencies);

- are not made available to OpenAI;

- are not used to improve OpenAI models;

- are not used to train, retrain, or improve Azure OpenAI Service foundation models; and

- are not used to improve any Microsoft or third-party products or services without your permission or instruction.

## User Responsibilities

- You are responsible for ensuring that you are an Authorised User of VicGov Chat prior to any access or use of VicGov Chat.

- You are responsible for the accuracy of the *Inputs* and *Outputs* or other information provided through the VicGov Chat platform.

- You must ensure that you or another human has verified the veracity of any *Inputs* and *Outputs*.

- You are responsible for verifying the accuracy of records created or received through the use of VicGov Chat. Please note that the head of *Your Agency* is ultimately responsible for the creation and management of full and accurate records.

- You are responsible for ensuring that any *Inputs* and *Outputs* do not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide *Inputs* to VicGov Chat.

- All interactions with VicGov Chat are subject to data handling practices and technical limitations inherent to AI systems. Users should not rely on an *Output* or otherwise use VicGov Chat for professional, legal, medical or safety-critical advice.

- You are responsible for following your agency's recordkeeping policies and processes when using VicGov Chat. This is because the conversations created from interactions with VicGov Chat are public records which you and your agency must manage in accordance with standards set by Public Record Office Victoria

## Prohibited Uses

You must not:

- use VicGov Chat to make or perform any decision or action which must under any law be made or performed by a human;

- provide an *Input*, generate an *Output* or otherwise use VicGov Chat in any other way, or for any activity that does or could reasonably be considered to:

- contravene any law or any policy standard or guideline issued by the Victorian Government (including those listed in 'Compliance with law and policy' section of these Terms);

- breach any contract, including your contract of employment or engagement with *Your Agency*;

- breach any obligation or duty of confidentiality;

- interfere with the privacy of any person;

- violate any rights of others, including human rights;

- exploit, abuse, defame, harass or bully others;

- create or disseminate malicious or harmful software;

- be fraudulent, deceptive or misleading, unethical or harmful to the interests or reputation of the Victorian Government; and

- to the extent not already covered above, inflict harm on individuals, groups or society;

- disclose personal information to VicGov Chat;

- cause VicGov Chat to generate any *Output* or use, disclose or copy any *Output* if you know or reasonably suspect that the *Output* involves an unauthorised exercise of intellectual property rights or breach of moral rights;

- share any *Output* that is discriminatory, harmful, inappropriate, violent, offensive, or that constitutes spam;

- enable the automatic extraction of data from VicGov Chat; and

- allow any other person to use VicGov Chat (unless you are an administrator whose role is to authorise access, in which case you may authorise access in accordance with Your Agency's agreement with us about VicGov Chat),

(collectively, "**Prohibited Uses**").

## Compliance with law and policy

You must comply with the following:

- these *Terms;*

- any acceptable use policy or other policy applying to the use of VicGov Chat published or notified to you by us;

- any policy, standard or guideline issued by *Your Agency* or the Victorian Government including but not limited to the *Administrative Guideline for the safe and responsible use of Generative Artificial Intelligence in the Victorian Public Sector*; and

- any law, including the *Public Records Act 1973* (Vic) and the *Privacy and Data Protection Act 2014* (Vic).

(collectively, *"**Use Regulations**"*)

# Data management

*Your Agency* retains all obligations for Data that is collected by VicGov Chat in the provision of VicGov Chat services to you. This includes but is not limited to obligations under the *Privacy and Data Protection Act 2014* (Vic) and the *Public Records Act 1973* (Vic).

We provide VicGov Chat Software as a Service as a shared service provider only. Whilst the platform provider is responsible for the platform and we are responsible for the integration, *Your Agency* remains responsible for the data that is entered into, and retrieved from, VicGov Chat.

# Storage and retention

You acknowledge that VicGov Chat collects and stores *Conversations*, feedback provided by users through the inbuilt feedback mechanisms of VicGov Chat, and user personal information related to your *Digital Identity* that is used to authenticate you and provide access to VicGov Chat.

Each document, image file, audio file or other file ("**Source File**") that you upload to VicGov Chat may be used to augment your *Inputs*.

VicGov Chat will index the *Source File* by creating a copy of the *Source File* (or parts of it or content extracted or converted from it) ("**Context**") and associated numerical representations ("**Embeddings**") of the *Context* in a database ("**Semantic Index**") for the purposes of providing the *Context* to VicGov Chat when generating responses to you as part of a *Conversation*. The *Context* and *Embeddings* will be retained in the *Semantic Index* for a minimum of thirty (30) days.

Otherwise, all *Conversations* are retained for a minimum of thirty (30) days. After that time, and subject to any obligations we have to retain the *Conversations*, you

acknowledge that *Conversations* may be deleted, and you will not be able to obtain a copy of them.

If you use VicGov Chat for the purposes of creating content that could be considered to have ongoing business or legal value , or as instructed by *Your Agency*, you must keep a record of your *Conversation* with VicGov Chat to ensure the content and record is accurate, complete and reliable.

*Your Agency* is responsible for retaining copies of *Conversations,* with associated metadata. These are public records which must be managed by your agency in accordance with the retention and disposal standards issued by Public Record Office Victoria. We do not guarantee that any *Conversations* will not be lost or rendered unavailable or unusable.

## Our use of Your Data

We will collect, use and disclose your personal information in accordance with our *Privacy Policy* as set out at [Privacy Statement - Cenitex](#)

To authenticate and authorise your access to VicGov Chat, we need to collect certain personal information from your *Digital Identity* provided by *Your Agency*. From your *Digital Identity*, we collect:

- your name;

- your email address; and

- details of *Your Agency*.

We may collect, use, disclose or handle information in *Conversations* and other data created or generated in connection with your use of VicGov Chat ("**Your Data**") and exercise intellectual property rights in *Your Data* to:

- conduct activities related to the provision, operation and maintenance of VicGov Chat;

- provide summary reporting statistics, insights and analysis relating to your use of VicGov Chat to *Your Agency*;

- generate, use and disclose de-identified statistical insights, analysis and reporting; and

- improve or enhance VicGov Chat (or other Cenitex Services) including the safety, reliability, accuracy, security, availability, performance or alignment of VicGov

Chat (or other Cenitex Services), or the personalisation or customisation of VicGov Chat (or other Cenitex Services).

*Your Data* may also be used and disclosed by us or *Your Agency* to conduct authorised and lawful compliance activities (such as a responding to a request made under the *Freedom of Information Act 1982* (Vic)) in accordance with existing organisational policies and procedures relating to such activities.

## Suspension or termination

We may temporarily suspend VicGov Chat for:

- maintenance;

- upgrades;

- preventing a security incident;

- misuse;

- investigation;

- to prevent a breach of these Terms or the law; or

- for any other reasonable purpose.

We may suspend or terminate your access to VicGov Chat for any *Prohibited Use* or non-compliance with a *Use Regulation*. We may terminate your access to VicGov Chat where *Your Agency* does not have a current agreement with us governing your access to VicGov Chat.

## No reliance or warranties

VicGov Chat is designed as a tool to assist you to perform your functions for *Your Agency* more efficiently and effectively. VicGov Chat does not avoid the need to:

- exercise human reasoning, skill, judgement or decision making or research or verify information using reliable sources; or

- verify that data, information or other records are full and accurate.

VicGov Chat does not provide information that can be relied on and you must not rely on it.

You acknowledge that an *Output*:

- may be inaccurate, misleading, incomplete, out of date, defamatory, biased, discriminatory, illegal, offensive or unsuitable for any particular purpose; and

- are provided in real time and not reviewed by anyone before being provided to you.

You must review any *Outputs* before using or disclosing them.

We make no representation, guarantee or warranty:

- about the accuracy, completeness or reliability or any *Output*; or
- that an *Output* or your use of VicGov Chat does not infringe any intellectual property rights, moral rights or other third party rights, or does not breach any obligations of confidentiality or privacy.

## Changes to these Terms

We may change these *Terms* at any time. You will be advised of any changes to the *Terms* on login and access to VicGov Chat. Your ongoing use of VicGov Chat constitutes your acceptance of any new or changed *Terms*.

## Your Agency's Terms

*Your Agency* may require you to accept and comply with separate or additional terms specific to *Your Agency* in relation to your use of VicGov Chat ("**Agency Terms**"). You acknowledge that any Agency Terms will not detract from or relieve you from any obligations under these *Terms*.

## Feedback and support

If you encounter any issues relating to an *Output*, or if you consider that any *Output* contains harmful, illegal or unethical content, you will report this issue through the inbuilt feedback mechanism provided by VicGov Chat. If you believe a serious issue has occurred, support should be contacted directly by emailing [cenitex@service-now.com](mailto:cenitex@service-now.com).

You may also issue support requests to *Your Agency's* nominated support representative.

# Help

For further information on these *Terms*, email the Cenitex AppDev team at [cenitex@service-now.com](mailto:cenitex@service-now.com).

Log in to VicGov Chat see new features and updates.

# Additional information

VicGov Chat is consistent with the following policies and guidelines:

- OVIC - Use of enterprise Generative AI tools in the Victorian public sector
  *https://ovic.vic.gov.au/wp-content/uploads/2025/03/Resource-Use-of-enterprise-Generative-AI-tools-in-the-public-sector-February-2025.pdf*)

- WoVG - AI Assurance Framework
  *https://www.vic.gov.au/guidance-safe-responsible-use-gen-ai-vps*

- Public Record Office Victoria AI and Recordkeeping Policy
  *https://prov.vic.gov.au/recordkeeping-government/document-library/ai-technologies-policy-ai-technologies-and-recordkeeping*

- Public Record Office Victoria AI Topic Page
  *https://prov.vic.gov.au/recordkeeping-government/a-z-topics/AI*

# Updated

Last updated as at 17th November 2025.

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