

**eHealth Ontario's  
Registration, ONE Mail and ONE Pages  
Agreement  
(October 16, 2005)**

The terms and conditions set out in this Agreement apply to any individual who registers to use OntarioMD.ca (the “**Website**”) operated by OMA e-Services Inc. (“**OMD**”), and it applies to certain services, described in greater detail below, that the **eHealth Ontario** and its suppliers provide to such individuals. Please read this Agreement in its entirety

ONE™, ONE Mail™ and ONE Pages™ are trademarks of eHealth Ontario. “**ONE Mail**” is an e-mail service developed and implemented by eHealth Ontario. “**ONE Pages**” is a directory service. ONE Mail and ONE Pages are described in greater detail below.

You represent, warrant and covenant to eHealth Ontario that you are a member in good standing of the Ontario Medical Association.

**Physician Information – Collection, Use and Disclosure**

Collection

OMD provides certain information about you to eHealth Ontario (“**Physician Information**”). This may include information that you provided to OMD or the Ontario Medical Association (“**OMA**”). Physician Information may include personal information.

In connection with eHealth Ontario’s provision to you of the services described in this Agreement, eHealth Ontario may ask you to provide certain information about yourself to eHealth Ontario, for example your business address, your preferences for a password or other services that you are receiving from eHealth Ontario. Such information is Physician Information as well.

Please note when Physician Information is provided to eHealth Ontario, eHealth Ontario’s collection of any personal information included in that Physician Information is:

- governed by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 as amended from time to time; and
- necessary in the course of providing, maintaining and administering the services described in this Agreement, which are lawfully authorized activities of eHealth Ontario.

For further information about the collection of Physician Information by eHealth Ontario or eHealth Ontario’s privacy policy and practices, please contact eHealth Ontario’s Chief Privacy and Security Officer at:

eHealth Ontario  
415 Yonge Street, 19th Floor  
Toronto, Ontario M5B 2E7

Telephone: (416) 586-6500

### Use

You acknowledge that eHealth Ontario may use and disclose any personal information included in the Physician Information for the following purposes:

- (i) enrolling you for ONE<sup>TM</sup> Mail, ONE<sup>TM</sup> Pages and any other services offered by eHealth Ontario under this Agreement; and
- (ii) managing, administering and operating the services that eHealth Ontario provides to you under this Agreement.

eHealth Ontario may also use and disclose any personal information included in the Physician Information to log you on to services other than ONE<sup>TM</sup> Mail or ONE<sup>TM</sup> Pages for which you have been enrolled. Such services may be provided by eHealth Ontario, in which case, eHealth Ontario's provision of such services and your receipt and use of such services will be governed by the terms and conditions of the applicable agreement between you and eHealth Ontario. Such services may be provided by an entity other than eHealth Ontario, in which case, your receipt and use of such services will be governed by the applicable agreement between you and that entity, and eHealth Ontario may disclose such personal information to that entity.

The collection, use, and disclosure of any personal information included in the Physician Information for these purposes such as those described above is expressly authorized by section 16 of Ontario Regulation 43/02 as amended by Ontario Regulation 54/04, and made under the Development Corporations Act, R.S.O. 1990, c. D.10.

### Consent

By agreeing to be bound by this Agreement, you consent to the collection, use and disclosure of your personal information for the purposes described above and those which are consistent with such purposes.

### **ONE Mail**

As part of the ONE Mail service, eHealth Ontario will provide to you an e-mail account with an address book for storing contact information, a calendar for storing appointments and an e-mail box that may be accessed through the Website. eHealth Ontario may provide other ways of accessing your ONE Mail account, but is not required to do so.

Please note, the e-mail box, the address book and the calendar associated with any ONE Mail account reside on a server controlled by eHealth Ontario.

### *Sending and Receiving E-mails*

In any month, there is no limit on the number of e-mail messages that you may send or receive using ONE Mail. However, eHealth Ontario may place limits on:

- the size of any message that you send; or
- the number of e-mail addresses to which an e-mail message is sent, and
- you will not be able to receive e-mail messages if the e-mail box associated with your e-mail account is full.

You acknowledge that eHealth Ontario may but is not obliged to filter e-mail messages sent to users of ONE Mail for viruses or other harmful content or for unsolicited bulk e-mails. You acknowledge that such actions are reasonable even if they may result in you not receiving e-mails sent to you on occasion.

### *Personal Health Information*

You acknowledge that you have primary responsibility for the security of any personal health information in your possession. While eHealth Ontario has designed and implemented ONE Mail and eHealth Ontario's managed private network as a secure network to be used by health care professionals when communicating with each other, eHealth Ontario cannot and does not provide any representation, warranty, condition or guarantee that:

- ONE Mail services will be uninterrupted or error free; or
- the privacy of messages sent using ONE Mail will be maintained.

You are responsible for deciding whether or not it is appropriate to transmit personal health information using ONE Mail and whether or not it is appropriate to use additional safeguards such as encryption when you do.

In some instances you may be required by applicable laws, regulations or professional standards to obtain an individual's consent before using ONE Mail to transmit that individual's personal information or personal health information. In each such instance, you will first obtain that individual's consent before transmitting his or her personal information or personal health information.

### *Contents of Mailbox or E-mails*

You acknowledge that you are solely responsible for the contents of the e-mail box associated with your e-mail account and of any e-mail that you transmit or receive (collectively, "**Files**"), and eHealth Ontario only provides a service for the transmission and temporary storage of your Files or the e-mails transmitted or received by other users of ONE Mail.

eHealth Ontario shall not be liable for its disclosure of the contents of your mailbox or any e-mail sent by or to you if such disclosure is required by applicable law, provided that eHealth Ontario, to the extent permitted by such law, notifies you (either directly or through OMD) of any such requirement as soon as it is legally permitted to do so, so that you may seek a protective order or other relief. For greater certainty, the provisions of this section shall not

permit eHealth Ontario (and the suppliers of eHealth Ontario) to disclose any such information under any law which is not applicable in the Province of Ontario.

You acknowledge that eHealth Ontario (and if authorized by eHealth Ontario, any of its suppliers) may in certain circumstances (for example, when responding to a request for support from you) access the contents of the e-mail box associated with your e-mail account or any e-mail sent by or to you, but eHealth Ontario and any supplier authorized by eHealth Ontario will only do so for such purposes as are reasonably necessary in order to provide or administer ONE Mail and to the extent permitted by applicable law.

Upon the termination by eHealth Ontario or you of eHealth Ontario's provision and your receipt of the ONE Mail service, eHealth Ontario (in its sole discretion) will either: (i) allow you continued access to that e-mail box for a short period of time (as determined by eHealth Ontario acting reasonably) so that you may make a copy of the contents of that e-mail box; or (ii) upon your written request, provide a copy of the contents of the e-mail box associated with your ONE Mail account to you. After doing so, eHealth Ontario may delete the contents of that e-mail box.

You acknowledge that the e-mail box associated with any e-mail account provided to you is not meant for the storage of e-mails or other documents or records other than on a temporary basis, and you agree to promptly after receiving or sending any e-mail place a copy of it including any attachments into a filing system separate from such an e-mail box.

## **ONE Pages**

ONE Pages is a directory service provided by eHealth Ontario for the purpose of facilitating communication between health care professionals. ONE Pages is made available to all users of ONE Mail. For each user of ONE Mail included in ONE Pages, the following information may be listed as part of the ONE Pages service:

- name;
- e-mail address;
- business address;
- business telephone number; and
- the names of healthcare organizations with which that user is affiliated.

To the extent that such information may be personal information, you consent to the inclusion of such information in ONE Pages and to the use by and disclosure of such information to other users of ONE Mail as part of ONE Pages.

You acknowledge that the types of information listed in ONE Pages is in eHealth Ontario's sole discretion and may change from time to time.

You agree not to use or disclose the information contained in ONE Pages for any purpose other than communicating with other ONE Mail users in a manner consistent with the terms and conditions of this Agreement.

eHealth Ontario recognizes that in certain exceptional circumstances users of ONE Mail may need to remove their information from ONE Pages. Please contact eHealth Ontario's Chief Privacy and Security Officer at the address set out below if you need to have your information removed from the ONE Pages.

### **eHealth Ontario's Acceptable Use Policy**

A copy of eHealth Ontario's Acceptable Use Policy is available on eHealth Ontario's website,

[www.ssha.on.ca](http://www.ssha.on.ca)

or upon request, from eHealth Ontario.

You acknowledge that you have read and agree to be bound by eHealth Ontario's Acceptable Use Policy. eHealth Ontario may revise eHealth Ontario's Acceptable Use Policy, from time to time, in its sole discretion. You agree to abide by eHealth Ontario's Acceptable Use Policy as amended from time to time.

If eHealth Ontario revises its Acceptable Use Policy, eHealth Ontario will give you notice of the revision by presenting the revised policy to you for review when you log on to the Website or by e-mailing you a copy of the revised policy to review. **IF THE REVISED VERSION OF EHEALTH ONTARIO'S ACCEPTABLE USE POLICY IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THE CHANGE.** The following section of this Agreement describes how you may terminate this Agreement.

### **Suspension or Termination**

You may terminate this Agreement at any time by sending an e-mail from your ONE Mail account to [INSERT E-MAIL ADDRESS] requesting that this Agreement be terminated or by sending a written request that this Agreement be terminated to eHealth Ontario at the following address:

eHealth Ontario  
415 Yonge Street, 19th Floor  
Toronto, Ontario M5B 2E7  
Attention: Technical Resource Centre – ONE Mail

eHealth Ontario may suspend its provision of any service provided under this Agreement at any time, without notice. Should you breach any term of this Agreement or should you no longer be permitted to use the Website, eHealth Ontario may suspend or terminate any

service provided to you under this Agreement, with or without notice or an opportunity to cure.

Upon the e-mail box associated with your e-mail account becoming full or upon the suspension or termination, for any reason, of ONE Mail service to you, then in any such circumstances:

- e-mails sent to your ONE Mail account will not be delivered to it;
- eHealth Ontario will notify the sender of any e-mail directed to your ONE Mail account that that e-mail has not been delivered; and
- eHealth Ontario will not forward any e-mail sent to your ONE Mail account.

### **Safeguards**

eHealth Ontario has designed and implemented the services provided under this Agreement and the network over which they operate as a secure network to be used by health care professionals when communicating with each other. eHealth Ontario uses organizational, administrative, physical and technical means to limit physical access and virtual access to the technology infrastructure that eHealth Ontario uses to provide the services provided under this Agreement. For further information on the types of safeguards that eHealth Ontario uses, please contact eHealth Ontario's Chief Privacy and Security Officer at:

eHealth Ontario  
415 Yonge Street, 19th Floor  
Toronto, Ontario M5B 2E7  
Telephone: (416) 586-6500

### **Limitation of Liability and Disclaimers**

#### *Disclaimer*

YOU ACKNOWLEDGE THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT MAY NOT ALWAYS BE AVAILABLE, AND WITH THE EXCEPTION OF ANY EXPRESS WARRANTIES CONTAINED IN THESE TERMS AND CONDITIONS, EHEALTH ONTARIO EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO ONE MAIL, ONE PAGES, ANY OTHER SERVICE PROVIDED UNDER THIS AGREEMENT, THE WEBSITE OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE.

#### *Limit*

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF EHEALTH ONTARIO (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS) TO YOU OR YOUR PATIENTS, FOR ANY CLAIMS ARISING OUT OF OR RELATING TO ONE MAIL, ONE PAGES, ANY OTHER SERVICE PROVIDED UNDER THIS AGREEMENT, THE WEBSITE OR THESE TERMS AND CONDITIONS EXCEED ONE HUNDRED DOLLARS (\$100.00).

*Indirect Damages*

EHEALTH ONTARIO (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS) SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, REVENUE OR PROFIT RESULTING FROM OR ARISING IN CONNECTION WITH THE USE OF ONE MAIL, ONE PAGES, ANY OTHER SERVICE PROVIDED UNDER THIS AGREEMENT, THE WEBSITE OR THESE TERMS AND CONDITIONS. THIS LIMITATION SHALL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER EHEALTH ONTARIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**General**

*Agreement*

This Agreement including all documents incorporated herein by reference constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter.

Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of eHealth Ontario and you.

Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

You may not assign this Agreement, either in whole or in part, without the prior written consent of eHealth Ontario.

*Governing Law*

This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.

*Force Majeure.*

Neither you nor eHealth Ontario will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that you or eHealth Ontario, as applicable, gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

*Interpretation*

The headings and sections are for convenience only and will not affect the interpretation of this Agreement.

No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.

*Intellectual Property*

Except as expressly set out in this Agreement, you are not granted any rights in or to any trademarks, service marks, files, logos, graphics, software, code or other materials used in connection with ONE Mail, ONE Pages or any other service provided by eHealth Ontario to you under this Agreement. eHealth Ontario and the suppliers of eHealth Ontario retain all intellectual property rights therein. Additionally, you may not redistribute, sell, decompile, reverse engineer or disassemble any software provided to you or to which you may obtain access in connection with the provision of any of the services provided under this Agreement.