

# ONTARIO TELEMEDICINE NETWORK'S OTNHUB USER AGREEMENT

Last Updated: June 2018

## ONTARIO TELEMEDICINE NETWORK AND THE OTNHUB

1. An independent, not-for-profit organization funded by the Government of Ontario, OTN is a world leader in telemedicine, helping Ontarians get more out of the health care system by bridging the distance of time and geography to bring more patients the care they need, where and when they need it. Using innovative technology, OTN streamlines the healthcare process, while expanding the way members of the health care community share knowledge and interact with each other and patients. OTNhub.ca is a private and secure online platform and website (referred to as both the "OTNhub" and the "Site" in this Agreement) through which practitioners may access OTN's products and services and information about telemedicine. The OTNhub may be used to provide patient care, conduct educational events, and for administrative purposes.
2. This Agreement governs the use of the OTNhub and the relationship between users of the OTNhub ("User", "you", "your", and a "Party") and OTN ("OTN" and a "Party") (collectively, the "Parties").

## BINDING AGREEMENT, TERMINATION OF USER ACCOUNT

1. The terms and conditions in the User Agreement constitute a binding agreement between you and OTN, which agreement includes any other materials incorporated by reference into the User Agreement (including, but not limited to the OTN Privacy Statement). If there is any inconsistency between the main body of the User Agreement and any other materials incorporated by reference, the main body of the User Agreement will prevail. By accessing the OTNhub, including without limitation for the purpose of viewing or downloading messages, information, data, text, software, images, or other content (collectively the "Content"), as permitted under the User Agreement, or to use OTN Services, you are accepting and agreeing to comply with the User Agreement. If you do not agree to abide by any of the terms and conditions of the User Agreement, you must immediately discontinue any use of the OTNhub.
2. You may terminate your use of the OTNhub and OTN Services and deactivate your account at any time by contacting Customer Care as indicated below.
3. If for any reason a court of competent jurisdiction finds any provision (or portion thereof) of this User Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible, and the remainder of the terms and conditions shall continue in full force and effect. OTN's failure to insist upon or enforce strict performance of any provision of this User Agreement is not to be construed as a waiver of any such provision or right. If you violate any term within this User Agreement, your permission to use the OTNhub and/ or the Content will be terminated.
4. The OTNhub, the OTN Services and Content are controlled, operated and/or administered by OTN from its offices within the Province of Ontario, Canada. By accessing the OTNhub, you agree that all matters relating to the access and use of the OTNhub and/or OTN Services shall be governed by the laws of the Province of Ontario

and the applicable federal laws of Canada, without reference to its conflict of laws principles, and that you will comply with all such applicable laws. All disputes or claims in connection with the OTNhub shall be subject to the jurisdiction of the Courts of the Province of Ontario. By using the OTNhub or OTN Services, you submit to the exclusive jurisdiction of the courts of the Province of Ontario to determine any action or proceeding in connection with the OTNhub.

### Changes to the User Agreement

5. OTN may revise and update this OTNhub User Agreement (“User Agreement”) in its sole discretion at any time without notice. A current version of the User Agreement will always be available under “My Account” for your reference and the date of the “Last Update” posted in the top right corner. You are accountable for reviewing the User Agreement from time to time. If any term, condition or any change to the User Agreement is not acceptable to you, you must discontinue your use of the OTNhub immediately. Your continued use of the OTNhub after any change is made to the User Agreement will constitute your acceptance of the revised User Agreement. In the event there are substantial changes to the User Agreement, OTN will notify you, by email alert, a pop-up notification upon sign-in, or another method, as OTN deems appropriate.

### Changes to the OTNHUB and OTN Services

6. OTN may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the OTNhub or OTN Services, including (i) changing the availability of, restricting access to, or imposing limits on any or all features on, or links to, the OTNhub, or, (ii) removing, adding, modifying or otherwise changing any Content (as defined below). OTN reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the OTNhub at any time without notice.

### CATEGORIES OF USERS, PERMITTED USES, PHYSICIAN BILLING

1. If you are using the OTNhub in connection with your practice and patients, you are a User/Member and will be required to enter into a Member Terms of Service Agreement with OTN in addition to the User Agreement. You will be both the User and the Member for the purposes of your account with OTN. As a User/Member, you will only use the OTNhub for: your own education; administrative functions connected with your practice; and/or the provision of or assisting in the provision of healthcare to your patients.
2. If you are using the OTNhub as the authorized user, (including as the “agent” as defined in Ontario’s Personal Health Information Protection Act, 2004) of another health care provider (each a “Member Organization”) such as a hospital, the Member Organization will be the OTN Member, you will only need to enter into the User Agreement and the Member Organization will enter into the Member Terms of Service Agreement with OTN. Where you are using the OTNhub as the authorized user of a Member Organization (“Authorized User”), you will only use the OTNhub for purposes permitted by the Member Organization. For clarity, as an Authorized User, **you are only permitted to use the OTNhub on behalf of the Member Organization and its patients and not for your private practice or patients of your private practice.**

3. If the User is a “Physician Corporation” as defined in Ontario Regulation 665/05 (Health Profession Corporations) made under the Business Corporations Act, all references in the User Agreement to the User will be understood to mean both the Physician Corporation and the physician practising medicine through the Professional Corporation ( “Physician” ). Each Physician User agrees that he or she and the Physician Corporation will be responsible and liable for the User’ s obligations under the User Agreement, provided that those obligations which at law or in all practicality can only be met by a physician will be deemed to be obligations of the Physician only (including but not limited to, the obligations pertaining to CPSO registration and OHIP billing numbers).
4. If you are a physician using OTN Services to provide patient care, you:
  - a. represent and warrant that you are a member in good standing of the College of Physicians and Surgeons of Ontario ( “CPSO” ) registered to practice medicine in Ontario;
  - b. will complete any registration required by the Ontario Health Insurance Plan ( “OHIP ” ) for telemedicine providers to enable them to bill OHIP for professional services;
  - c. you will be solely responsible for all communications and/or arrangements with OHIP, including any requirement to submit information or documentation regarding the telemedicine services you have provided outside of the limited registration information that OTN is required to provide; and
  - d. will notify OTN immediately if your registration with the College of Physicians and Surgeons of Ontario is suspended or terminated.

#### **LIMITED LICENSE, RESPONSIBILITIES**

1. While this User Agreement is in effect, OTN grants you a Canadian, non-exclusive, non-transferable, non-sub-licensable, revocable, limited license, in object code form only, to use the OTNhub and/or OTN Services as permitted under the User Agreement.
2. You acknowledge and agree that you are responsible to OTN, any applicable Member Organization, and third parties including patients for communications, acts and omissions transmitted or undertaken through use of the OTNhub and/or OTN Services under your username, password or other login credentials (collectively “Credentials”). OTN will investigate occurrences which may involve violations of applicable law and may involve and/or co-operate with law enforcement authorities in investigating and/or taking action against Users, including without limitation prosecuting Users who are involved in such violations. OTN reserves the right at all times to disclose any information regarding a Users’ use of the OTNhub and/or OTN Services as necessary to satisfy any law, regulation or governmental request. Unless prohibited by law, OTN will notify the User and any applicable Member Organization as soon as it is reasonably able after any such disclosure.
3. OTN will require its employees and agents to comply with OTN’s internal policies related to the provision of the OTNhub and OTN Services.

## OTN SERVICES

1. In this Agreement,
  - a. “Videoconferencing” means all hardware and, as applicable, software (including videoconferencing platforms, codecs, medical devices, but excluding all network equipment) that facilitates the use of OTN Services to provide telemedicine; and
  - b. “Videoconferencing Network” means the point-to-point and multi-point electronic technologies operated by OTN that enable Videoconferencing.
2. OTN offers an integrated suite of services through the OTNhub which include Videoconferencing (via room-based systems, personal computer or on mobile devices), eConsult (please click [here](#) for further details on the Provincial eConsult Program), Directory access to healthcare professionals and sites, scheduling, and secure messaging and which are listed on the OTNhub.
3. OTN Services are offered through various mediums. To use OTN Services, you will require either a room based system, a mobile device or personal computer, appropriate Internet bandwidth, a webcam, audio device that includes a headset or speakers and microphone that all meet the minimum standards as set out in OTN’s ‘Technical Readiness Guides’. You acknowledge and agree that you are responsible for your own computer hardware or portable devices, camera, peripherals and internet connectivity.
4. OTN Services are generally intended to be accessible twenty-four (24) hours per day, seven (7) days per week, subject to downtime for maintenance and other factors beyond the control of OTN. For further details, please visit OTN’s [TSLA](#).
5. Your account may be locked by OTN if you have not used the OTNhub and/or OTN Services for a period of twelve (12) months. You will require OTN approval to re-activate a locked account and request reactivation by contacting Customer Care as indicated below.

## FEES

1. The fees for use of the OTNhub and OTN Services (collectively, the “Fees”) will be posted at [www.otn.ca/fees](http://www.otn.ca/fees). OTN reserves the right in its sole discretion to change the Fees from time to time. OTN will post notice of changes in Fees on the OTNhub ninety days prior to the date on which the change will become effective.
2. It is not mandatory for Member Organizations to pay all the Fees for their authorized users. If you are using the OTNhub as an authorized user of a Member Organization, it is your responsibility to determine whether the Member Organization has agreed to pay the Fees for your use. Even if the Member Organization has agreed to pay the Fees for your use of the OTNhub and particular OTN Services, OTN will hold you responsible for any Fees the Member Organization fails to pay.
3. Fees become payable upon receipt of an invoice from OTN and you agree to pay the Fees invoiced to you by OTN.

4. You acknowledge and agree that OTN is not and shall not be responsible for any costs or expenses related to any software, hardware or other equipment, Internet or other service required for your use of the OTNhub and any OTN Services.

#### **NO WARRANTIES, NO SERVICE LEVEL GUARANTEES**

1. The OTNhub (including without limitation the Content) and OTN Services are provided on an 'as is' basis and any use of or reliance on the OTNhub or OTN Services shall be at your sole risk. You have the sole responsibility to take reasonable and appropriate precautions or to request that any applicable Member Organization take reasonable and appropriate precautions to guard against viruses or other destructive elements that could cause harm to your electronic systems, data, and/or operations.
2. You acknowledge and agree that any computer hardware, software, operating system, webcam, peripherals, bandwidth and other technical specifications required to use the OTNhub and/or OTN Services may change from time to time and OTN is under no obligation to support any specific configuration.
3. Unless expressly stated otherwise, neither OTN nor any of its affiliates, agents, licensors, suppliers, or their respective directors, officers or employees, make any, and expressly disclaim all, representations, warranties, guarantees, covenants and conditions concerning the OTNhub, including without limitation the Content, or OTN Services whether express or implied, by operation of law or otherwise, including without limitation, any implied warranties and conditions of merchantability, merchantable quality, or fitness for any particular purpose, or availability, accuracy, completeness, currentness, usefulness, reliability, timeliness, legality, suitability, quality, title, non-infringement, or those arising out of a course of performance, course of dealing or usage of trade. For greater certainty, OTN does not warrant that the OTNhub or OTN Services will continue to operate, operate without interruptions, or be error-free.
4. OTN does not guarantee any level of service availability, service quality or problem resolution time. OTN will use reasonable efforts, given its available resources and priorities, to proactively anticipate and prevent system failures, promptly respond to service outages, expedite problem resolution, communicate problem resolution plans and recommend and support alternative service provision modes.
5. Any Content downloaded or otherwise obtained through use of the OTNhub, or otherwise obtained from OTN for use in connection with OTN Services, shall be downloaded or otherwise obtained at your own discretion and risk, and OTN shall not be responsible for any damage or loss of data that may result from the download or other form of collection of such Content.

#### **LIMITATION OF LIABILITY**

1. In no event shall OTN be liable for any damages other than reasonable, actual, direct out of pocket expenses.
2. OTN, including its affiliates and their respective directors, officers, employees and agents, will not be liable or responsible in any way for the following, provided that, such losses, claims, demands, damages, costs and/or expenses are not caused by the

negligence or wilful misconduct of OTN or those for whom OTN is responsible at law:

- a. any indirect, special, incidental, consequential or punitive damages of any kind, including without limitation any loss or interruption of business, loss or corruption of data, and/or loss of profit, revenue or other economic loss suffered by a User, a Member Organization, a patient or any other third-party;
  - b. without limiting item (a) above, any claims or demands for damages, costs, expenses or losses of any kind by a User, Member Organization, patient, or any other third-party for, arising out of, or in any way related to clinical uses of, clinical outcomes or decision-making processes, the use of, or lack of access to OTN Services, including without limitation videoconferencing equipment or the Videoconferencing Network.
2. In no event shall a User be liable to OTN for any damages or losses suffered by OTN in any way based upon, occasioned by, attributable to, or arising out of a User's use of the OTNhub other than reasonable, actual direct out of pocket expenses, unless such damages are caused by the User's negligence or by those for whom the User is responsible at law.

## USE OF OTN SERVICES

1. **Privileges.** If you use OTN Services, you will have certain privileges and access based on whether you conduct clinical, educational or administrative telemedicine activities. You acknowledge and agree that your User privileges will be limited and specific to OTN Services and can be revoked upon your non-compliance with the User Agreement.
2. **Credentials.** If you are registered to have an account on the OTNhub, you will be given a username and password (login credentials) during the registration process or use your existing ONEID or federated credentials. You agree and/or must comply with:
  - a. Business purpose and authority: you have a business purpose and have been explicitly authorized by your employer or by the organization or user on whose behalf you are using your ONEID, Federated or other credentials, to register for and use the OTNhub and OTN Services;
  - b. Confidentiality and Security: you are responsible for maintaining the confidentiality and security of Credentials and prohibited from disclosing or sharing them or from using Credentials for any purpose other than accessing OTN Services; You must logout from the OTNhub and its products and OTN services at the end of each session or if walking away from your computer;
  - c. Accurate Credentials: In the event you access the OTNhub on behalf of multiple organizations, it is your responsibility to ensure that at all times you are utilizing the correct Credentials for the appropriate organization;
  - d. Notification: you must immediately notify OTN if Credentials are not authorized or suspected of being compromised in any way; and,
  - e. Accurate information: you must provide accurate and complete information to OTN when requested in connection with the OTNhub and OTN Services and inform OTN in a timely manner of any changes to that information. You can access your profile and update your account through the "My Account" section of the OTNhub, or by calling Customer Care.

3. **Security Breaches Related to Your Credentials and Access to OTNhub.** You will promptly contact OTN if you experience any of the following:
  - a. Credentials i.e. user identification or password is compromised;
  - b. Have breached the One ID Authorized Use Policy (“AUP”);
  - c. Are aware of any security or privacy incident involving a One ID, federated or other credentials used in accessing OTNhub;
  - d. A provision of any privacy laws has been or is about to be contravened; or,
  - e. Any other circumstances where there is an unauthorized or inappropriate access, collection, use, disclosure, copying, modification, retention, or disposal or personal information including theft or accidental or accidental theft of data.
4. **Accurate Information, Updating User Information.** You will provide accurate and complete information as requested in connection with the OTNhub and OTN Services and inform OTN in a timely manner of any changes to that information. You may access your User profile and update your account through the “My Account” section of the OTNhub or by calling Customer Care. You will ensure that the information in your User profile (on the OTNhub under ‘My Account’) is accurate and up-to-date.
5. **Training.** Prior to using any OTN Service, you will read and abide by all applicable OTN training, policies, procedures, user guides, technical readiness guides and best practices.
6. **Informing your Member Organization.** OTN Services consume network bandwidth. If you are using OTN Services as an Authorized User, you will ensure that your Member Organization is aware of all of the OTN Services that you are using.
7. **Confirmation from Recipient.** You may only use personal videoconferencing on the Videoconferencing Network to initiate direct calls if you have confirmed that the remote participant wishes to and is available to receive your call.
8. **Monitoring Communications.** You acknowledge and agree that it is your responsibility to log into your account on a regular basis to monitor activity. If the OTN Services you utilize employ an inbox, you will regularly monitor communications in your inbox and respond to such communications in a timely manner.
9. **Demonstration Accounts.** You acknowledge and agree that if you have a demonstration account, in addition to all other obligations set forth herein, you will ensure that under no circumstances you are accessing active specialists and active data, and that at all times you utilize test specialists and test data for all demonstrations.
10. **Compliance with Scheduling Protocols:** You will comply with scheduling protocols set out by OTN when organizing sessions with other Users on the OTN network.
11. **Security Safeguards and Acceptable Use:** While using the OTNhub and/or OTN Services, you:
  - a. bear all responsibility for taking reasonable and appropriate precautions to guard your computing systems, whether stationary (PC) or mobile (tablet, smartphone) against viruses or other destructive elements;
  - b. will not disable or tamper with your device’s security and protection features;
  - c. will deploy appropriate firewall and other electronic protection for computers and

- mobile devices to minimize the risks of unauthorized system or data modification or access, or loss or theft of data;
- d. if continuous and uninterrupted access to OTN's service is required, will connect computers to an uninterruptable power supply;
  - e. will make a reasonable effort to follow **Security Information Best Practices** when using and interacting with OTN systems;
  - f. will not attempt to disable, introduce malicious software or code, "hack" or otherwise interfere with the proper functioning of the OTNhub or OTN Services;
  - g. will not use and/ or disclose any information, including email addresses from the OTNhub for marketing activities, other promotional purposes, market research, or otherwise use the OTNhub as a means of distributing advertising, commercial electronic messages of any kind (within the meaning of the Canada Anti-Spam Law) or other unsolicited communications, information or materials;
  - h. will not use the OTNhub or OTN Services to transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous or hateful to any person or entity; and
  - i. will not change system settings or bypass or attempt to bypass security measures configured on OTN products or OTN Services.
12. **Jurisdiction:** You will be physically located in the Province of Ontario when providing telemedicine clinical services that are reimbursed by the Ministry. If you are not physically located in the Province of Ontario, you will not charge patients for telemedicine services provided through the OTNhub or OTN Services if the service would have been reimbursed by the Ministry had you been physically located in the Province of Ontario. OTN Services may not be appropriate or available for use at locations outside Ontario. Users who choose to access OTN Services from other locations do so on their own initiative and are responsible for compliance with local laws.
13. **Failure to Comply:** your failure to adhere to this User Agreement will result in the withdrawal of your access privileges to the OTNhub.

## USER INFORMATION

1. **OTN's Privacy Statement** describes its personal information practices. You are strongly encouraged to review the Privacy Statement prior to registering. Some of your information that OTN will require to provide you with access to the OTNhub and OTN Services may be your personal information.
2. Without limiting the other disclosures of User information set out in the Privacy Statement, OTN may be required to provide information about you, including your name and other information connected with your use of the OTNhub and/or compliance with the User Agreement, to eHealth Ontario. By executing this User Agreement, you agree to the disclosure of such information to the extent that it is required by eHealth Ontario in relation to your OTN account.
3. OTN may, in the course of providing OTNhub and other Services and Programs, act as an "agent", a "Health Information Network Provider (HINP)", a Service Provider (as such terms are defined in PHIPA), and/or an electronic service provider (ESP). For further details please see **OTN PHIPA Roles**.



4. OTN will collect User information including names, phone numbers, OHIP billing number and email addresses for purposes that include creating user profiles in the OTNhub Directory (as described below), providing OTN Services, enabling OHIP billing processes where applicable, and validating the identity of Users calling for OTN technical support. This information shall only be disclosed, as applicable, to other Users and Member Organizations.
5. You agree that OTN, or a third-party retained by OTN for this purpose, may collect your feedback on your use of the OTNhub and/or OTN Services through interviews, or surveys and to record and use this feedback to continue to enhance OTN's products and services.
6. OTN will use transactional and record level data created through the use of OTN Services to generate reports on the utilization of the OTN Services and may share this utilization information
7. with Local Health Integration Networks ("LHINs"), OntarioMD, the eConsult Centre of Excellence, eConsult regional and delivery partners other OTN partners, customers, the Ministry, and others as required under agreements or the law. This information may contain the personal information of users but will not contain personal health information.

#### **Authentication Services**

8. eHealth Ontario's One ID service is the primary authentication service for Users. eHealth allows other organizations to act as local registration authorities (LRAs) to support the ONE ID process to improve OTN's ability to validate, authenticate and on-board users, as well as train users. Other methods of User validation include validation against professional college or association listings, or through attestation by a Member Organization.
9. OTN has no control over the requirements for and any collection, use and disclosure of applicant information by eHealth Ontario in connection with the One ID service. In order to register, you must comply with eHealth Ontario's One ID authentication rules. Individuals are responsible for determining whether they are prepared to comply with those requirements. If a User's account with OTN and/or eHealth Ontario is suspended or terminated for any reason, access to the OTNhub and OTN Services will automatically be suspended and/ or terminated.

#### **Directory**

10. The Telemedicine directory (the "Directory") is an important collaboration tool on the OTNhub for healthcare professionals. The Directory contains the professional profile of each User and where applicable, the User's Member Organization's profile and related clinical programs. You are encouraged to customize your profile to indicate whether you accept referrals or other requests.
11. The information in the Directory is available to all Users to facilitate professional collaboration in support of patient care. By executing this User Agreement, you agree to the publication of your profile in the Directory.

12. You will only use the information in the Directory for communications related to use of OTN Services.

## USER OBLIGATIONS IN REGARDS TO PHI

1. OTN is only responsible for providing the technology and support to access and use OTNhub Services and is not responsible or liable for the privacy practices of Users or any claims or damages arising out of or connected with same.
2. You will comply with all applicable laws pertaining to the protection and confidentiality of personal health information (“PHI”), and applicable OTN privacy policies including *“Accessing Personal Health Information, Obtaining Consent and Delegating to Others”*. More particularly, you will:
  - a. access PHI only as necessary to provide health care or assist in providing health care or otherwise as permitted or required by law;
  - b. not access, use or disclose PHI contrary to a consent directive permitted under PHIPA or other form of withdrawal of consent, except as permitted or required by law;
  - c. securely transfer information that you need to maintain to comply with your record keeping requirements from OTN’s applications to your own records; should you use OTN Services as your sole repository of records, you do so at your own risk;
  - d. obtain and manage patient consent in accordance with applicable law and professional standards;
  - e. complete privacy and security training as required by OTN in advance of using OTN Services;
  - f. read and implement applicable OTN policies, procedures, user guides, best practices or other documentation made available to you;
  - g. never copy, save or export PHI onto unencrypted portable devices such as smart phones, USB flash keys, recordable CDs/DVDs, or external hard drives;
  - h. not disclose your Credentials to any third party, and take all reasonable steps to protect the confidentiality of PHI, such as logging out after sessions;
  - i. comply with any requirements of your Member Organization if recording sessions by any means including attaching recording devices or software to a videoconferencing event; and,
  - j. promptly contact OTN’s privacy office at [privacy@otn.ca](mailto:privacy@otn.ca) and your Member Organization’s privacy office (where applicable) upon learning of the possibility of unauthorized use or disclosure of PHI through the OTN Services.

You acknowledge and agree that OTN may suspend or terminate your right to use the OTNhub and/or OTN Services if it determines that your acts or omissions threaten the security or integrity of confidential information, personal information and/or PHI. Where reasonably practicable, in its sole determination, OTN will provide a thirty (30) day remedy period before suspending or terminating a User account.

## USE OF THE SITE, CONTENT

1. You acknowledge and agree that:
  - a. CONTENT (on the OTNhub) IS PROVIDED SOLELY FOR INFORMATIONAL PURPOSES. CONTENT IS NOT MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL ADVICE.

- b. OTN DOES NOT ENDORSE OR RECOMMEND ANY PRODUCT OR SERVICE REFERRED TO ON THE SITE OR ANY HEALTHCARE PRACTITIONER REFERRED TO ON THE SITE OR LISTED IN THE PROVIDER DIRECTORY.
  - c. OTN IS NOT RESPONSIBLE FOR YOUR OR ANY HEALTH CARE PROVIDER'S ADVICE OR SERVICES, INCLUDING BUT NOT LIMITED TO, ASSESSMENTS, RECOMMENDATIONS, AND/OR DIAGNOSIS.
  - d. EACH USER MUST EXERCISE HIS OR HER PROFESSIONAL JUDGEMENT IN DETERMINING WHETHER AND HOW TO USE ANY CONTENT AND/OR OTN SERVICES. RELIANCE ON ANY INFORMATION APPEARING ON OR PROVIDED IN RELATION TO THE OTNHUB IS SOLELY AT YOUR OWN RISK.
2. OTN makes reasonable efforts to ensure the information available on the OTNhub is accurate at the time it is posted. It does not make any representations or warranty or condition of any kind, express or implied, as to the quality, accuracy, currency, completeness or appropriateness of information on the OTNhub.
  3. Content on the Site does not necessarily reflect the views, opinions or policies of the Ontario Ministry of Health and Long-Term Care (the "Ministry").

#### **Notification of Claims of Infringement**

4. OTN will investigate claims that Content infringes intellectual property rights including without limitation copyright. Any such claim may be reported to Customer Care as indicated below.

#### **User Generated Content**

5. Content may include educational materials, current videos, articles and clinically relevant Content from the healthcare community. OTN is not responsible for the accuracy of user-generated Content. This Content is not pre-screened or pre-approved by OTN.
6. You acknowledge and agree that you may be exposed to Content that is inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate and bear all risks of relying on any Content.
7. Under no circumstances will OTN be liable in any way for any Content or for any claims, losses or damages of any kind incurred as a result of the use of any Content.
8. Without limiting any prohibition set out above, you will not post or make available any Content through the OTNhub or OTN Services that:
  - a. is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
  - b. harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
  - c. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

- d. constitutes or contains affiliate marketing, junk mail, spam, pyramid schemes, or unsolicited commercial advertisement; or
- e. is false, deceptive or misleading, or is posted in a manner that impersonates another person or entity.

OTN shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any user-generated Content that violates the letter or spirit of the User Agreement or for any other reason that OTN deems appropriate.

### **Intellectual Property Rights in Content**

- 9. Content is protected by Canadian and worldwide copyright laws and treaty provisions. Any unauthorized copying, redistribution, reproduction or modification of the Content by any person may be a violation of trade-mark and/ or copyright laws and could subject such person to legal action. You agree to comply with all copyright laws worldwide in your use of the OTNhub and to prevent any unauthorized copying of the Content.
- 10. Certain names, graphics, logos, icons, designs, words, titles and phrases on the OTNhub constitute trade-marks, trade names, trade dress and/or associated products of OTN (the "Marks"), and are protected in Canada and internationally and their display on the OTNhub does not convey or create any license or other rights in the Marks. Any use of any of same, in whole or in part, without prior written authorization of OTN is strictly prohibited.
- 11. Other trade-marks, trade names, trade dress and associated products may be the trademarks of their respective owners. The display of these trade-marks, trade names, trade dress and associated products on the OTNhub does not convey or create any license or other rights in these trademarks or trade names. Any unauthorized use of them is strictly prohibited.

### **Other Websites, Links Policy**

- 1. Certain links on the OTNhub may take you outside the OTNhub to third party websites. OTN provides these links only as a convenience, and is not responsible for the content of any such linked websites or any pages of such websites. OTN makes no representation or warranty regarding, and does not endorse, any linked websites, any information, material or content included in or referred to thereon, or any of the products or services described. If you visit these websites, you will have left the OTNhub. You visit these websites at your own risk and subject to their terms and conditions of use (including their privacy policy and practices).

### **News Release and Other Public Disclosures**

You may not, without the express prior written consent of OTN, in any manner (including, but not limited to, advertising or marketing literature, customer lists, web sites, press releases, social media, or any other document or communication (in electronic or paper form)): (i) disclose or publish the fact that you have any relationship with OTN; or, (ii) use or display a trade name, official mark or trademark of OTN. Notwithstanding the foregoing, if you, in the opinion of counsel, is compelled to disclose or publish the fact that you have a relationship with OTN in order to comply with the requirements of applicable law, you shall, to the extent practicable, consult with OTN prior to making such disclosure or publication and each Party

shall use all reasonable efforts, acting in good faith, to agree upon the timing and content of such disclosure or publication. You, as the party subject to the legal requirement shall have the final determination as to the timing and content of such disclosure or publication, to the extent that the timing and content are part of the legal requirement.

If OTN provides express written consent to (i) disclose or publish the fact that it has any relationship with you; or, (ii) use or display a trade name, official mark or trademark of OTN, such consent is subject to all conditions communicated by OTN, and OTN shall have the right to withdraw its consent for any reason, including but not limited to if OTN believes that a use or display of its trade name, official mark or trademark reflects unfavourably upon the reputation of OTN, or the goodwill attaching to its trade name, official mark or trademark.

### **Customer Care**

**Please check [here](#)** for current contact information and hours of operation.