

# ONTARIO HEALTH OTNHUB USER AGREEMENT

Last Updated: December 2020

## ONTARIO HEALTH AND THE OTNHUB

1. OH is an agency created by the Government of Ontario with a mandate to connect and coordinate Ontario's health care system in ways that have not been done before, to help ensure that Ontarians receive the best possible care. OH brings virtual care innovation to the healthcare system so that the people of Ontario can get the care they need when and where they need it most: at home, in their community or in hospital. For more than a decade, OH has increased access to health care and education across the province with one of the world's most extensive telemedicine networks. Working with its many partners and leveraging its unique knowledge of health care and digital technology, OH addresses challenges by introducing and spreading new ways of delivering care that benefit patients, care providers and the healthcare system.
2. This User Agreement governs the use of the OTNhub and the relationship between users of the OTNhub ("User", "you", "your", and a "Party") and OH ("OH" and a "Party") (collectively, the "Parties").

## BINDING AGREEMENT, TERMINATION OF USER ACCOUNT

1. The terms and conditions in this User Agreement constitute a binding agreement between you and OH, which agreement includes any other materials incorporated by reference into the User Agreement (including, but not limited to the OH 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 OH 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 OH Services and deactivate your account at any time by contacting Member Services 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. OH'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 OH Services and Content are controlled, operated and/or administered

by OH 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 OH 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 OH 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. OH 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 [here](#) 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, OH will notify you, by email alert, a pop-up notification upon sign-in, or another method, as OH deems appropriate.

#### Changes to the OTNHUB and OH Services

6. OH may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the OTNhub or OH 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 above). OH 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 OH in addition to the User Agreement. You will be both the User and the Member for the purposes of your account with OH. 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 OH 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 OH. 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 the Ministry billing numbers).
4. If you are a physician using OH's 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 licensed to practice in Ontario;
  - b) each physician's billing and payment arrangements with respect to the Virtual Care Services provided will be carried on between the physician and the Ministry directly, which will include the requirement that each physician submit bills regarding Virtual Care Services directly to the Ministry; and,
  - c) will notify OH immediately if your medical license is suspended or terminated.

#### LIMITED LICENSE, RESPONSIBILITIES

1. While this User Agreement is in effect, OH 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 OH Services as permitted under the User Agreement.
2. You acknowledge and agree that you are responsible to OH, any applicable Member Organization, and third parties including patients for communications, acts and omissions transmitted or undertaken through use of the OTNhub and/or OH Services under your username, password or other login credentials (collectively "Credentials"). OH 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. OH reserves the right at all times to disclose any information regarding a Users' use of the OTNhub and/or OH Services as necessary to satisfy any law, regulation or governmental request. Unless prohibited by law, OH will notify the User and any applicable Member Organization as soon as it is reasonably able after any such disclosure.
3. OH will require its employees and agents to comply with OH's internal policies related to the provision of the OTNhub and OH Services.

#### OH 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 OH Services to provide telemedicine; and

- b) "Videoconferencing Network" means the point-to-point and multi-point electronic technologies operated by OH that enable Videoconferencing.
2. OH offers an integrated suite of services through the OTNhub. including videoconferencing (via room-based systems, personal computer or on mobile devices), eConsult (please click [here](#) for additional terms and roles and responsibilities and information related to eConsult), Directory (as described below) access to healthcare professionals and sites, scheduling, and secure messaging. For complete descriptions of the OH Services and the safeguards implemented by OH in relation to each services, please click [here](#).
  3. OH uses Amazon Web Services (AWS), a third-party service provider subject to laws in a foreign jurisdiction. AWS processes and stores PHI on behalf of OH. All data subject to AWS services is encrypted and located in Canada. OH has entered into an agreement with AWS, which is subject to the laws of Ontario and Canada.
  4. OH Services are offered through various mediums. To use OH 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 OH'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.
  5. OH 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 OH. For further details, please visit OH's [TSLA](#).
  6. Your account may be locked by OH if you have not used the OTNhub and/or OH Services for a period of twelve (12) months. You will require OH 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 OH Services (collectively, the "Fees") will be posted [here](#). OH reserves the right in its sole discretion to change the Fees from time to time. OH 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 OH Services, OH will hold you responsible for any Fees the Member Organization fails to pay. In the event of non-payment, your account may be suspended or terminated in OH's sole discretion.
3. Fees become payable upon receipt of an invoice from OH and you agree to pay the Fees invoiced to you by OH.
4. You acknowledge and agree that OH 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 OH Services.

#### NO WARRANTIES, NO SERVICE LEVEL GUARANTEES

1. The OTNhub (including without limitation the Content) and OH Services are provided on an 'as is' basis and any use of or reliance on the OTNhub or OH 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 OH Services may change from time to time and OH is under no obligation to support any specific configuration.
3. Unless expressly stated otherwise, neither OH 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 OH 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, OH does not warrant that the OTNhub or OH Services will continue to operate, operate without interruptions, or be error-free.
4. OH does not guarantee any level of service availability, service quality or problem resolution time. OH 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 OH for use in connection with OH Services, shall be downloaded or otherwise obtained at your own discretion and risk, and OH 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 OH be liable for any damages other than reasonable, actual, direct out of pocket expenses.
2. OH, 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 OH or those for whom OH 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 OH Services, including without limitation videoconferencing equipment or the Videoconferencing Network.
3. In no event shall a User be liable to OH for any damages or losses suffered by OH 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 OH SERVICES

1. Privileges. If you use OH 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 OH 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 OH 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 OH ONEID, Federated or other credentials, to register for and use the OTNhub and OH 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 OH Services; You must logout from the OTNhub and its products and OH 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 OH 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 OH when requested in connection with the OTNhub and OH Services and inform OH 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. Privacy and Security Breaches Related to Your Credentials and Access to OTNhub. You will promptly contact OH ([OH-OTN-Privacy@ontariohealth.ca](mailto:OH-OTN-Privacy@ontariohealth.ca)) 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;
  - e) Any other circumstances where there is an unauthorized or inappropriate access, collection, use, disclosure, copying, modification, retention, disposal of personal information/personal health information including theft or accidental or accidental theft of data; or,
  - f) A situation arises where you anticipate that you will not be able to comply with this Agreement.
4. **Accurate Information, Updating User Information.** You will provide accurate and complete information as requested in connection with the OTNhub and OH Services and inform OH 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 OH Service, you will read and abide by all applicable OH training, policies, procedures, user guides, technical readiness guides and best practices.
  6. **Informing your Member Organization.** OH Services consume network bandwidth. If you are using OH Services as an Authorized User, you will ensure that your Member Organization is aware of all of the OH 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 OH 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 OH when organizing sessions with other Users on the OH network.
  11. **Security Safeguards and Acceptable Use:** While using the OTNhub and/or OH 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 OH'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 OH systems;
  - f) will not attempt to disable, introduce malicious software or code, "hack" or otherwise interfere with the proper functioning of the OTNhub or OH 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 OH 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 OH products or OH Services.
12. Jurisdiction: You will be physically located in the Province of Ontario when providing telemedicine clinical services that are reimbursed by the Ministry of Health (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 OH Services if the service would have been reimbursed by the Ministry had you been physically located in the Province of Ontario. OH Services may not be appropriate or available for use at locations outside Ontario. Users who choose to access OH 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. [OH's Privacy Notice](#) describes its personal information practices. You are strongly encouraged to review the Privacy Notice prior to registering. Some of your information that OH will require to provide you with access to the OTNhub and OH Services may be your personal information.
2. OH 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 and/or electronic Service Provider (ESP) (as such terms are defined in PHIPA). For further details please see [OH PHIPA Roles](#) related to the OTNhub.
3. OH will collect User information including names, phone numbers, Ministry billing number and business email addresses for purposes that include creating user profiles in the Directory, providing OH Services, enabling Ministry billing processes where applicable, and validating the identity of Users calling for OH technical support. This information shall only be disclosed, as applicable, to other Users and Member Organizations.
4. You agree that OH, or a third-party retained by OH for this purpose, may collect your feedback on your use of the OTNhub and/or OH Services through interviews, or surveys and to record and use this feedback to continue to enhance OH's products and services.

5. OH will use transactional and record level data with permission from the Health Information Custodian (HIC) as stated in this User Agreement or other OH agreement created through the use of OH Services to generate reports on the utilization of the OH Services and may share this utilization information

with Local Health Integration Networks (“LHINs”), OntarioMD, the eConsult Centre of Excellence, eConsult regional and delivery partners other OH partners, customers, the Ministry, and others as required under agreements or the law. This information will be considered business contact information for the purposes of managing the relationship with Members. OH will not collect PHI from Members.

#### Authentication Services

6. OH's One ID service is the primary authentication service for Users. OH allows other organizations to act as local registration authorities (LRAs) to support the ONE ID process to improve OH'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.
7. In order to register, you must comply with OH'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 OH is suspended or terminated for any reason, access to the OTNhub and OH Services will automatically be suspended and/ or terminated.

#### Directory

8. The OTNhub 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.
9. 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.
10. Aside from the information provided by you, certain information is already available on the Directory through other trusted sources (such as the College of Physicians and Surgeons of Ontario). Your information may be updated from time to time to reflect updated information provided from other trusted sources.
11. The information you provide will be available to OH members behind a password protected login and, in some cases, a limited subset of this information will be publicly available (such as your name, address, telephone number, and specialty). Please do not provide any address or telephone numbers in these fields that you do not want in the public domain. By providing this information you acknowledge and accept that OH has no control over any information within or once in the public domain and as such disclaim any and all liability for the use of any information once it is in the public domain.

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

#### USER OBLIGATIONS IN REGARD TO PHI

1. OH 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 OH privacy policies as made available in OH's [Integrated Privacy Policy Framework](#). 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 OH's applications to your own records; should you use OH Services as your sole repository of records, you do so at your own risk;
  - d) as an Agent of your Member Organization, assume responsibility for the appropriate and secure management of any PHI copied, exported, printed and/or otherwise transferred by you from OH applications, and ensure that such PHI is managed in accordance with your Member Organization's privacy policies and PHIPA;
  - e) obtain and manage patient consent in accordance with applicable law and professional standards;
  - f) complete privacy and security training as required by OH in advance of using OH Services;
  - g) read and implement applicable OH policies, procedures, user guides, best practices or other documentation made available to you;
  - h) never copy, save or export PHI onto unencrypted portable devices such as smart phones, USB flash keys, recordable CDs/DVDs, or external hard drives;
  - i) 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;
  - j) 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,
  - k) promptly contact OH's privacy office at [OH-OTN-Privacy@ontariohealth.ca](mailto:OH-OTN-Privacy@ontariohealth.ca) and your Member Organization's privacy office (where applicable) upon learning of the possibility of unauthorized collection, access, use or disclosure of PHI through the OH Services, or in relation to PHI copied, exported, printed and/or otherwise transferred from OH applications.

You acknowledge and agree that OH may suspend or terminate your right to use the OTNhub and/or OH 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, OH will provide a thirty (30) day remedy period before suspending or terminating a User account.

## USER OBLIGATIONS FOR PRIMARY CONTACTS FOR SERVICE

If your Member Organization has designated you as the Primary Contact for Service (PCS), you have the following additional responsibilities:

1. Registering and/or approving Users for access to OTNhub Services based on the User's role and status with your Member Organization. Users must only be authorized for access to the OTNhub if they have an appropriate role for accessing clinical and/or administrative services and if they are an employee or agent of your Member Organization in good standing (i.e., there are no disciplinary or human resources considerations that would require revocation of access to shared systems).
2. Managing access levels (clinical vs. non-clinical) based on the appropriateness of the User's role and their job responsibilities.
3. Decommissioning Users who no longer require access to the OTNhub services or for whom access is no longer appropriate under the authority of your Member Organization (such as if a User left the organization). Users may be decommissioned on a temporary or permanent basis.
4. Regularly reviewing active User accounts (using tools available to each PCS via their OTNhub account) to ensure that access and permissions are appropriate for all Users listed.
5. Approving, adding, and/or removing delegates for Users at your Member Organization.
6. Disseminating Ontario Health updates and communications to the appropriate individuals at your Member Organization.
7. Nominating additional individuals to act as a PCS on behalf of the Member Organization, with authority delegated by the primary contact for membership and ensuring that nominees agree to fulfill all the responsibilities listed here.
8. Reviewing and remaining up to date on PCS responsibilities as may be amended in the OTNhub User Agreement from time to time.

## OH PRIVACY OBLIGATIONS AND PRACTICES

OH has a comprehensive suite of privacy policies and procedures which detail its obligations and practices with respect to the collection, use, disclosure, retention, destruction and safeguarding of personal information and personal health information. For detailed information on OH's privacy policies and practices, please refer to OH's [Integrated Privacy Policy Framework](#).

## FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FIPPA)

You acknowledge that the performance of the parties' obligations in connection with User Agreement may involve the access, collection, use and/or disclosure of personal information (PI), as the term is defined in FIPPA, and personal health information (PHI), as that term is defined in PHIPA.

OH is designated as an "institution" within the meaning of FIPPA and as a result, all persons may have a legal right of access to information in the custody and/or control of OH, subject to a limited set of exemptions. Notwithstanding any provision in this User Agreement, you acknowledge and agree that this User Agreement and any records or information related to this User Agreement, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a party, an order of the Information and Privacy Commissioner or as otherwise required under applicable law.

In the event OH receives a Freedom of Information request through FIPPA, notice will be provided to any individual wherein their personal information, records (both as defined by FIPPA), Confidential Information or any eligible information will be disclosed through this process. Such notice will provide the following information: (i) the legal authority for the collection; (ii) the reason for the collection; and, (iii) who to contact for more information.

## 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) OH 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 DIRECTORY.
  - c) OH 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 OH SERVICES. RELIANCE ON ANY INFORMATION APPEARING ON OR PROVIDED IN RELATION TO THE OTNHUB IS SOLELY AT YOUR OWN RISK.
2. OH 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 Ministry.
4. Content on the Site, and the content included in any OH materials (including, but not limited to, virtual care appointment invitations, brochures and handouts) may not be modified in any way by Users without the express written consent of OH.

## Notification of Claims of Infringement

5. OH 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

6. Content may include educational materials, current videos, articles and clinically relevant Content from the healthcare community. OH is not responsible for the accuracy of user-generated Content. This Content is not pre-screened or pre-approved by OH.
7. 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.

8. Under no circumstances will OH 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.
9. Without limiting any prohibition set out above, you will not post or make available any Content through the OTNhub or OH 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.

OH 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 OH deems appropriate.

#### Intellectual Property Rights in Content

10. 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.
11. 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 OH (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 OH is strictly prohibited.
12. 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

Certain links on the OTNhub may take you outside the OTNhub to third party websites. OH 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. OH 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 OH, 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 OH; or, (ii) use or display a trade name, official mark or trademark of OH. Notwithstanding the foregoing, if you, in the opinion of counsel, is compelled to disclose or publish the fact that you have a relationship with OH in order to comply with the requirements of applicable law, you shall, to the extent practicable, consult with OH 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 OH 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 OH, such consent is subject to all conditions communicated by OH, and OH shall have the right to withdraw its consent for any reason, including but not limited to if OH believes that a use or display of its trade name, official mark or trademark reflects unfavourably upon the reputation of OH, or the goodwill attaching to its trade name, official mark or trademark.

## Member Services and Technical Support

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