

## Agreement – ONE Mail Direct Service for Individual Physicians transitioning from OntarioMD Accounts

This agreement (“**Agreement**”) is the Agreement for the ONE Mail Direct Service, defined below, that eHealth Ontario is providing to you (“**Client**”), as identified in the Client Information box below, and is made effective as of ]<insert effective date: MMMM, dd, yyyy> (the “**Effective Date**”). The ONE Mail Direct Service will be provided by eHealth Ontario upon your signed acceptance of the terms and conditions in this Agreement and upon eHealth Ontario’s notice of acknowledgement of receipt of the Agreement from you. eHealth Ontario’s provision of, and Client’s use of, the ONE Mail Direct Service is subject to the terms and conditions of this Agreement including any attached Exhibits and Additional Documents.

Client Information			
Full Name of Client	Client’s College of Physicians and Surgeons membership Number  (Client agrees that he or she is a member in good standing with the College of Physicians and Surgeons of Ontario)		
Client Work Address ( <i>number and street name</i> )			Suite No.
Client Building Name ( <i>for multi-building sites</i> )	City/Town	Province <b>ON</b>	Postal Code
Contact Phone Number of Client	Contact Email Address of Client		

### 1. Definitions

Unless otherwise specified in this Agreement, capitalised terms have the meaning set out below:

“**Acceptable Use Policy**” means the use policies of eHealth Ontario as amended from time to time and available at <http://www.ehealthontario.on.ca/en/services/resources>.

“**Account**” means a ONE Mail Direct e-mail account provided to Client as part of the ONE Mail Direct Service with an address book for storing contact information, a calendar for storing appointments, a tool for tracking tasks and an e-mail box.

“**Additional Documents**” means the documents referenced in this Agreement which Client agrees herein to adhere to, including without limitation the Acceptable Use Policy, ONE Mail Direct User Guide and ONE Mail Direct for Mobile Devices guide.

“**Applicable Laws**” means with respect to any person, property, transaction, event or other matter, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law applicable in the Province of Ontario and relating to or applicable to such person, property, transaction, event or other matter;

“**Authorized E-Mail Address**” means the e-mail address associated with your name and College membership number provided by OntarioMD to eHealth Ontario, as updated by you in the Client Information section above, if applicable, and thereafter from time to time by you by giving written notice to eHealth Ontario in accordance with the terms of this Agreement. If no e-mail address is provided (a) by OntarioMD;

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(b) by Client under the Client Information section of this Agreement; or (c) thereafter pursuant to the terms of this Agreement after execution, then Client's Authorized E-mail Address is Client's eHealth Ontario Account address.

**"Client Content"** means all information, data, code or other materials that Client uploads, stores, transmits, receives or processes in connection with the ONE Mail Direct Service.

**"College"** means the College of Physicians and Surgeons of Ontario.

**"Confidential Information"** means any and all information and materials, which: (i) are designated in writing as confidential at the time of disclosure, or (ii) if disclosed orally or visually, are designated as confidential at the time of disclosure, or (iii) a reasonable person, having regard to the circumstances and the information, would regard as confidential.

**"Deactivate"** means to either Delete or to Disable an Account.

**"Delete"** means, in relation to an Account, to: (a) remove the ability for Client to login to the Account; (b) remove Client from the ONE Mail Directory; (c) restrict the ability to send or receive e-mails from or to the Account; and (d) delete the Client Content associated with the Account.

**"Disable"** means, in relation to an Account, to: (a) remove the ability for Client to login to the Account; (b) remove Client from the ONE Mail Directory; (c) restrict the ability to send e-mails from the Account; and (d) preserve or archive the Client Content associated with the Account, which may be accessed by Client by making a request to eHealth Ontario.

**"eHealth Ontario Account"** means an Account provided as part of the ONE Mail Direct Service to eHealth Ontario clients, for which a ONE ID Credential is required to login. For clarity, Client's eHealth Ontario Account includes Client's linked OntarioMD ONE Mail Account(s), including any information within Client's eHealth Ontario Account which was transferred as part of the linkage from Client's OntarioMD ONE Mail Account or from any delegate OntarioMD ONE Mail Accounts sponsored by Client.

**"ONE ID Credential"** means any credential including a user identification, password, token, public key infrastructure certificate (PKI certificate), or any combination of these, that is issued by eHealth Ontario to Client, to allow the authentication of Client's identity to a Sponsored Service.

**"ONE Mail Direct Service"** means the e-mail hosting services provided pursuant to this Agreement as described in section 2 and Exhibit "A". The ONE Mail Direct Service is a Sponsored Service, as defined below.

**"ONE Mail Directory Service"** means a directory service provided by eHealth Ontario for the purpose of facilitating communication between health care professionals and is made available to the end users of clients of the eHealth Ontario ONE Mail Direct Service and the eHealth Ontario ONE Mail Partnered Service, a description of which is available at: <http://www.ehealthontario.on.ca/en/services/one-mail>.

**"ONE Mail Directory"** means the directory of health care professionals associated with the ONE Mail Directory Service.

**"OntarioMD ONE Mail Accounts"** means the Accounts provisioned by OntarioMD via the OntarioMD Portal, which do not require a ONE ID Credential, and which use the domain @OntarioMD.ca.

**"Personal Information"** means all recorded information that is about an identifiable individual or is defined as or deemed to be personal information pursuant to any Applicable Laws related to privacy or data protection, including without limitation personal information (as defined in Ontario's *Freedom of Information and Protection of Privacy Act (FIPPA)*) and personal health information (as defined in Ontario's *Personal Health Information Protection Act, 2004 (PHIPA)*). Personal Information is a subset of Confidential Information.

**"Physician"** means a member of the College, with a valid certificate of registration issued by the College, who is transitioning their OntarioMD ONE Mail Account to an eHealth Ontario ONE Mail Direct Account.

**"Privacy Breach"** means (a) the collection, use or disclosure of Personal Information that is not in compliance with Applicable Laws, including without limitation *FIPPA* and *PHIPA*, and their regulation(s), as updated or amended from time to time; and/or (b) circumstances where Personal Information is stolen, lost

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or subject to unauthorized or inappropriate collection, use or disclosure, copying, modification, retention or disposal.

“**Representatives**” means any directors, officers, employees, agents, consultants or subcontractors of eHealth Ontario or Client, as well as the directors, officers, employees or agents of any subcontractor, of each such party.

“**Security Breach**” means an unwanted or unexpected situation that results in one or more of the following:

- a) Failure to comply with the organization’s security policies, procedures, practices or requirements.
- b) Unauthorized access, use or probing of information resources.
- c) Unauthorized disclosure, destruction, modification or withholding of information.
- d) A contravention of agreements with eHealth Ontario by Client or any representatives of Client.
- e) An attempted, suspected or actual security compromise.

“**Sponsored Service**” means any service or other resource which: (i) Client may access over eHealth Ontario’s technology infrastructure; and (ii) is made available to Client, possibly subject to an agreement, by eHealth Ontario or a third party Sponsored Service owner.

“**you**” and “**your**” means Client, identified above.

### 2. Provision of ONE Mail Direct Service and Plain Language Description

- 2.1. This Agreement sets out the terms and conditions under which eHealth Ontario will provide the ONE Mail Direct Service to you.
- 2.2. You acknowledge that the ONE Mail Direct Service is provided to you solely for your own use and not for use by any other person. You will not permit any other person to use the ONE Mail Direct Service.
- 2.3. You agree to use the ONE Mail Direct Service in accordance with eHealth Ontario’s Acceptable Use Policy, as may be amended from time-to-time, as well as in accordance with the ONE Mail Direct User Guide and ONE Mail Direct for Mobile Devices Guide, as may be updated from time to time, and available on <http://www.ehealthontario.on.ca/en/services/resources>.
- 2.4. You acknowledge that you authorized OntarioMD to provide eHealth Ontario with, and eHealth Ontario to collect, information about your Physician status, along with your name, gender, date of birth, telephone number, personal or professional e-mail address and College membership number to enable eHealth Ontario to invite you to obtain a ONE ID Credential, or to link your identity to your existing ONE ID Credential, and to invite you to enroll you in the ONE Mail Direct Service, which will link your existing OntarioMD ONE Mail Account with your eHealth Ontario ONE Mail Direct Account. Unless you have provided written notice to eHealth Ontario to update the information provided by OntarioMD, eHealth Ontario may use this information to communicate with you about the ONE ID Credential and ONE Mail Direct Service, and where notice is required or permitted under this Agreement.
- 2.5. The ONE Mail Direct Service is provided to you for your use while you are a Physician. You may continue to use the ONE Mail Direct Service provided that you are a member of the College and providing health care services in the province of Ontario, and subject to the terms and conditions in this Agreement.
- 2.6. A description of the ONE Mail Direct Service provided by eHealth Ontario to Client is set out in this section and in the ONE Mail Direct User Guide and the ONE Mail Direct for Mobile Devices Guide, available at <http://www.ehealthontario.on.ca/en/services/resources>. Restrictions shall apply to all Clients where activation on a mobile device cannot be initiated without the input of their ONE ID password.

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- 2.7. eHealth Ontario will use reasonable efforts to provide the ONE Mail Direct Service in accordance with published service level commitments which are available at [http://www.ehealthontario.on.ca/images/uploads/services/resources/ONE\\_MailDirect.pdf](http://www.ehealthontario.on.ca/images/uploads/services/resources/ONE_MailDirect.pdf).
- 2.8. Client will use eHealth Ontario's default domain name (for example, username@ONE-Mail.on.ca), for the eHealth Ontario ONE Mail Direct Account associated with the ONE Mail Direct Service provided to you under this Agreement.
- 2.9. Client acknowledges and agrees that the ONE Mail Direct Service is for the transmission and temporary storage of e-mails including attachments, and Client will promptly place a copy of each sent or received e-mail (including any attachments) into a filing system separate from the e-mail box associated with Client's Account.
- 2.10. Client acknowledges that it must obtain a ONE ID Credential from eHealth Ontario in order to receive the ONE Mail Direct Service. eHealth Ontario may cancel or suspend the ONE ID Credential for any reason.
- 2.12. Client acknowledges obtaining from eHealth Ontario the plain language description of the ONE Mail Direct Service and the safeguards implemented by eHealth Ontario to protect against unauthorised use and disclosure of and to protect the integrity of personal health information. The current plain language description is available within the Direct Product Sheet, at <http://www.ehealthontario.on.ca/en/services/one-mail>. eHealth Ontario may amend the plain language description from time-to-time by posting the revised plain language description on <http://www.ehealthontario.on.ca/en/services/one-mail>, and Client is responsible for reviewing and retaining a copy of any amended plain language description.
- 2.13. No intellectual property rights are transferred by eHealth Ontario to Client by this Agreement, including in respect of the IP address assigned to you in connection with the ONE Mail Direct Service.

### **3. Client Content**

- 3.1. Client acknowledges that eHealth Ontario's responsibility for any Client Content is limited to processing it in order to provide the ONE Mail Direct Service and that in every other respect Client is responsible for Client Content.
- 3.2. eHealth Ontario will not be liable for its disclosure of any Client Content or other information associated with any Client Account if such disclosure is required by any law applicable in the Province of Ontario, provided that eHealth Ontario, to the extent permitted by law, notifies Client of any such requirement as soon as it is legally permitted to do so, so that Client may seek a protective order or other relief. Client will be responsible for notifying any affected third parties.
- 3.3. Client acknowledges that, to the extent permitted by law, eHealth Ontario may access any Client Content associated with any Account in order to provide or administer the ONE Mail Direct Service. For example, eHealth Ontario may need to access Client's e-mail box when responding to a request for support from Client.
- 3.4. eHealth Ontario will attempt to filter e-mail messages sent to users of the ONE Mail Direct Service to eliminate viruses, other harmful content or unsolicited bulk e-mails. Client acknowledges that such actions are reasonable even if they occasionally result in Client not receiving e-mails addressed to Client's Account.

### **4. Administration**

- 4.1. Client may terminate this Agreement and Client's eHealth Ontario Account, on written notice to eHealth Ontario, and by giving such notice Client is authorising eHealth Ontario to delete any information associated with Client's eHealth Ontario Account (including any e-mails, task lists, appointments or contacts). Client is solely responsible for ensuring that it has made copies of any information associated with any eHealth Ontario Account prior to notifying eHealth Ontario, including any information contained in the contents of the applicable e-mail box, task list, calendar and

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- contacts associated with that eHealth Ontario Account, as eHealth Ontario is not responsible for the loss of any such information after it has been notified by Client.
- 4.2. If Client's eHealth Ontario Account is terminated for any reason other than as set out in section 4.1 above, eHealth Ontario will, upon Client's written request, provide access to the e-mail box, task list, calendar and contacts associated with that eHealth Ontario Account to Client; provided that, Client submits a Change Request and Grant Access Request Form to the eHealth Ontario Service Desk within 30 days of such termination.
- 4.3. If Client's eHealth Ontario Account is terminated for any reason, eHealth Ontario will remove from the ONE Mail Directory any listing related to that Account.
- 4.4. Client is solely responsible for the cost of engaging, receiving and using the ONE Mail Direct Service, including but not limited to acquiring, installing and maintaining any equipment, software and telecommunications facilities required by Client to receive the ONE Mail Direct Service.

### 5. Notice

- 5.1 Each party has designated a contact for notice for Agreement related matters ("**Authorized Representative**") within this Agreement. Client is Client's Authorized Representative, and the contact information for Client is set out above under the section entitled "Client Information". The contact information for eHealth Ontario's Authorized Representative is set out below:

#### **eHealth Ontario Authorized Representative**

eHealth Ontario ONE Mail Program  
777 Bay Street, Suite 701  
Toronto, ON, M5G 2C8

Phone (eHealth Ontario Service Desk): 1-866-250-1554 (advise Service Desk to contact the ONE Mail department)

[onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca)

with a copy to : General Counsel

Attention: General Counsel, Legal Services,

P.O. Box 148,

777 Bay Street, Suite 701

Toronto, Ontario

M5G 2C8

email: [GeneralCounsel-CorporateSecretary@ehealthontario.on.ca](mailto:GeneralCounsel-CorporateSecretary@ehealthontario.on.ca)

- 5.2 Unless otherwise set out in this Agreement, any notice or other significant communication given pursuant to this Agreement will be in writing addressed to the other party's Authorized Representative.
- 5.3 Either party may change its Authorized Representative contact information by giving written notice to the other party setting out the contact information of the new Authorized Representative.
- 5.4 If eHealth Ontario provides notice to Client's Authorized E-Mail Address, eHealth Ontario may include a copy to Client's eHealth Ontario Account.

### 6. Term and Termination

- 6.1 This Agreement commences as of the Effective Date and will continue unless terminated in accordance with this Agreement.

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- 6.2 Either party may terminate this Agreement without liability, cost, penalty or prejudice to any other rights or remedies under the Agreement upon giving at least 90 days written notice to the other party.
- 6.3 Upon written notice to Client, eHealth Ontario may immediately terminate this Agreement in the event of a breach of this Agreement by Client.
- 6.4 eHealth Ontario will be permitted to immediately suspend the provision of the ONE Mail Direct Service if it reasonably believes that there is an emergency or a circumstance that would warrant such action.
- 6.5 eHealth Ontario may, at its sole discretion, immediately terminate or suspend the ONE Mail Direct Service without liability, cost or penalty, and without prejudice to any other rights or remedies of eHealth Ontario under this Agreement or at law or in equity, if the Agreement expires or is terminated for any reason or if the ONE ID Credential is suspended or terminated for any reason.
- 6.6 In the event of any expiration or termination of this Agreement for any reason, those provisions of this Schedule that by their nature are meant to survive expiration or termination will survive, including sections 1, 5, 6, 8 and 9.

### **7. Security and Monitoring**

- 7.1 Client is responsible for determining whether any materials it wishes to transmit using the ONE Mail Direct Service can appropriately be transmitted using that service given the nature and sensitivity of the materials being transmitted. If Client determines that any additional safeguard is required when transmitting such materials, Client will implement such safeguard.
- 7.2 eHealth Ontario will monitor the technology infrastructure used to provide the ONE Mail Direct Service in a manner consistent with good network and e-mail service administration practices and in compliance with Applicable Laws.
- 7.3 eHealth Ontario is not obliged to monitor Client Content, but eHealth Ontario may monitor Client Content when required by law or upon a reasonable belief that Client is breaching or has breached this Agreement.
- 7.4 In the provision of the ONE Mail Direct Service to Client, eHealth Ontario has the right to take any corrective actions or steps which eHealth Ontario deems necessary, which may include the suspension of the ONE Mail Direct Service, to protect the eHealth Ontario technology infrastructure and eHealth Ontario's clients from actual or potential threats or security concerns.

### **8. Limitations of Liability**

- 8.1. Except as otherwise expressly set forth in this Agreement, in no event will eHealth Ontario be liable for indirect, special, consequential, incidental, punitive or exemplary losses, damage or expenses or for loss of data, lost revenue or lost profit, even if it has been advised of their possible existence, or even if same were reasonably foreseeable. The limit of eHealth Ontario's liability to Client concerning performance or non-performance or in any manner related to this Agreement, for any and all claims will not in the aggregate exceed \$250.00. This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory.
- 8.2. eHealth Ontario does not warrant or represent that:
- (a) the operation of the ONE Mail Direct Service will be uninterrupted or error free;
  - (b) the measures which eHealth Ontario has taken to preserve the integrity of any data transmitted using the ONE Mail Direct Service will always be effective; or
  - (c) the security measures which eHealth Ontario has implemented in connection with the ONE Mail Direct Service cannot be compromised.

Except as otherwise expressly provided in this Schedule, eHealth Ontario makes no warranties, representations, conditions, promises or indemnities of any kind, express or implied, statutory or

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otherwise, including any implied warranties and conditions of merchantable quality or fitness for a particular purpose, and eHealth Ontario assumes no liability for the use of the ONE Mail Direct Service by Client or any other persons.

### 9. Confidential Information, Privacy and Personal Information

- 9.1. Unless it is also Personal Information, the Confidential Information of a party does not include information which:
- (i) is or at any time becomes part of the public domain other than by a breach of this Agreement by a receiving party;
  - (ii) at the time when it is disclosed or access is granted to the other party, is known to the receiving party free of any restrictions;
  - (i) is independently developed by the receiving party without access to the disclosing party's Confidential Information; and
  - (ii) is disclosed without any restrictions to another party by a third party who had a right to make such disclosure.
- 9.2. With respect to a disclosing party's Confidential Information, the receiving party will:
- (i) use that Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement, and will not use, manipulate or exploit that Confidential Information for any other purpose;
  - (ii) use the same degree of care it uses to protect its own Confidential Information of a like nature and in any event, use a standard no less than a reasonable degree of care; and
  - (iii) notify the disclosing party as soon as possible upon becoming aware of any unauthorized access to, use, or disclosure of that Confidential Information.
- 9.3. Neither party will be liable for disclosing the other party's Confidential Information if required by Applicable Laws, provided that the party disclosing the Confidential Information, to the extent permitted by law, notifies the other party of any such requirement as soon as legally permissible, so that the other party may seek a protective order or other relief.
- 9.4. Notwithstanding anything else in this section: (a) eHealth Ontario may retain all backup tapes and disks produced in conjunction with the ONE Mail Direct Service until such time as they are scheduled to be destroyed in accordance with eHealth Ontario's policies; and (b) either party may retain any Confidential Information that it is required to keep pursuant to any law applicable in the Province of Ontario for so long as it is required to do so.
- 9.5. Each party agrees to comply with Applicable Laws, including without limitation *PHIPA* and *FIPPA*, to which it is subject.
- 9.6. Should Client experience a Privacy Breach or Security Breach with respect to the ONE Mail Direct Service, or ONE Mail Directory Service, Client will immediately notify eHealth Ontario Service Desk at 1-866-250-1554, and provide all information that Client is reasonably able to provide with respect to that Privacy Breach or Security Breach. In addition, Client will provide such assistance as eHealth Ontario may reasonably request to enable eHealth Ontario to verify and resolve that Privacy Breach or Security Breach. Should eHealth Ontario experience a Privacy Breach or Security Breach that impacts Client's ONE Mail Direct Service or ONE Mail Directory listing, it will immediately notify Client's Authorized Representative via the contact information provided by Client.
- 9.7. Client's name, address and the Services provided to Client by eHealth Ontario are not considered Confidential Information and Client agrees that eHealth Ontario may list this information on one or more public websites, and in other publicly available paper or electronic publications.
- 9.8. OntarioMD provided certain information about you (including but not limited to your legal name, e-mail address, College membership number, gender, date of birth, telephone number and UserID for the OntarioMD ONE Mail Account) to eHealth Ontario in order to enable eHealth Ontario to offer you a ONE ID Credential and invite you to enroll you into the ONE Mail Direct Service ("**Registration Information**"). In connection with eHealth Ontario's provision to you of the ONE Mail Direct Service

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described in this Agreement, including the provision of the ONE ID Credential, eHealth Ontario may also collect the following additional information (which also constitutes Registration Information):

(a) eHealth Ontario may request that you provide additional information about yourself to eHealth Ontario in order to provide you with the ONE Mail Direct Service, the ONE ID Credential, and to contact you regarding these services (for example, eHealth Ontario may request an up-to-date e-mail address, phone number, date of birth, your College membership number and/or updated College status).

(b) eHealth Ontario may collect information about you from OntarioMD, including information related to your identity or College status, in order to assess validity of the information used to create the ONE ID Credential or enroll you into the ONE Mail Direct Service and to contact you regarding the ONE Mail Direct Service or ONE ID Credential. You authorize eHealth Ontario to indirectly collect such information from OntarioMD for the purposes stated in this subsection 9.8(b).

By accepting the terms of this Agreement and using the ONE Mail Direct Service, you authorize the direct or indirect collection of Registration Information from yourself and/or OntarioMD, which includes personal information as defined in *FIPPA*, by eHealth Ontario to be used and disclosed for the purposes set out in this Agreement.

- 9.9. In addition to the purposes set out in section 9.8 above, eHealth Ontario may use and disclose any personal information included in the Registration Information to register or enroll you into the ONE ID and ONE Mail services and to register or enroll you into additional services requested by you or a Sponsorship Organization. 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 (or the organization sponsoring you for such other service(s)) 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 (or the organization sponsoring you) and that entity.
- 9.10. By Ontario Regulation 43/02 (as amended from time to time) made under the *Development Corporations Act*, R.S.O. 1990, c. D.10, eHealth Ontario is authorized to collect personal information for purposes connected with the registration and authentication of its clients and as otherwise necessary for the administration of eHealth Ontario's authorized activities, including to provide the ONE ID Credential and Mail Direct Service to its clients. If you have any questions about eHealth Ontario's collection of your personal information, as defined in *FIPPA*, to provide the ONE Mail Direct Service and the ONE ID Credential, please contact the Vice President & Chief Privacy Officer, eHealth Ontario at (416) 946-4767.
- 9.11. Client acknowledges that it is Client's responsibility to comply with Applicable Laws and professional standards relating to the protection of Personal Information including, when applicable, obtaining consents before using the ONE Mail Direct Service to transmit such information.

### 10. General Provisions

- 10.1. eHealth Ontario may amend this Agreement, the Exhibit(s) attached hereto, and/or the Additional Documents from time to time, in its sole discretion, and Client agrees to abide by any such amended Agreement, Exhibit(s) and/or Additional Documents. eHealth Ontario will give Client notice of any such amendments by providing notice in accordance with Section 5 or, alternatively, by posting the amended Additional Documents on its website at <http://www.ehealthontario.on.ca/en/services/resources>. Client is responsible for retaining and reviewing a copy of any amended Agreement, Exhibit(s) or Additional Document(s), as applicable, and Client's continued use of the ONE Mail Direct Service constitutes acceptance of any such amendments. Notwithstanding anything to the contrary in this Agreement, for a period of 10 business days following any date on which the notice of any amendment is received, if that

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- amendment is unacceptable to Client, Client may terminate this Agreement upon 30 days written notice to eHealth Ontario.
- 10.2. This Agreement, including any Exhibit(s) attached hereto and Additional Documents referenced within, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties.
- 10.3. eHealth Ontario may assign this Agreement to any party. Client may not assign this Agreement, either in whole or in part.
- 10.4. The following exhibits are attached to and form part of this Agreement (the “**Exhibits**”):

Exhibit	Subject Matter
A	ONE Mail Direct Service Description

**By signing below, Client is requesting the ONE Mail Direct Service and acknowledging that eHealth Ontario’s provision, and Client’s use, of such services will be in accordance with the terms and conditions of this Agreement.**

**AGREED:**

<b>Full Legal Name of Client</b>
Signature
<i>I am a member in good standing with the College</i>
Printed Name
College of Physicians and Surgeons Membership Number

# Exhibit A – ONE Mail Direct Service Description for Individual Accounts

## 1. Definitions

- 1.1 In addition to any terms defined in the Agreement, capitalized terms in this Exhibit A have the meanings set out below:

“**Dormant Account**” means either an Inactive Account or a Non-Activated Account.

“**Flagged Account**” means an Account that has been temporarily exempted from the Dormant Account status, by Client, by providing written notice to eHealth Ontario at [onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca) in accordance with the terms of the Agreement. Flagging an Account is designed to keep an otherwise Dormant Account active due to a leave of absence or other temporary absence by Client.

“**Inactive Account**” means an Account that has not been logged into by Client for a period of time greater than or equal to 13 months from the last login date, and that is not a Flagged Account.

“**Non-Activated Account**” means an Account that has never been activated via login by Client within 6 months of the creation of the eHealth Ontario Account or transition of the OntarioMD ONE Mail Account to an eHealth Ontario Account, and that is not a Flagged Account.

“**Reactivation Notice**” has the meaning set out in section 5.2 of this Exhibit A.

## 2. The ONE Mail Direct Service

- 2.1 eHealth Ontario will provide to Client an eHealth Ontario Account, including an e-mail account with an address book for storing contact information, a calendar for storing appointments, a tool for tracking tasks and an e-mail box. The ONE Mail Direct Service includes the linking of your existing OntarioMD ONE Mail Account with your eHealth Ontario Account. For clarity, the creation of an eHealth Ontario Account for Client does not include the importation of any information into the e-mail box, task list, calendar and contacts associated with that eHealth Account, provided that within the eHealth Ontario Account Client will be able to view a copy of the email, task lists, contacts and calendar information from Client's Disabled OntarioMD ONE Mail Account and from any delegate OntarioMD ONE Mail Accounts sponsored by Client, For a period of time following the creation of the eHealth Ontario Account until eHealth Ontario provides written notice to Client otherwise, Client will also receive emails, within the eHealth Ontario Account, which are addressed to Client's OntarioMD ONE Mail Account or any of Client's sponsored OntarioMD ONE Mail Accounts.
- 2.2 eHealth Ontario may place limits on the size of any message sent by Client or the number of e-mail addresses to which an e-mail message may be sent.
- 2.3 The maximum size of each e-mail box associated with an eHealth Ontario Account is 3 GB unless eHealth Ontario and Client agree otherwise in writing. Client acknowledges that an e-mail box will not be able to receive any e-mail messages if that e-mail box is full.
- 2.4 The ONE Mail Direct Service does not give Client the ability to auto forward e-mail messages.
- 2.5 eHealth Ontario backs up its mail servers at least once daily and retains a copy of each such back-up for at least thirty (30) days.

## 3. Accessing a ONE Mail Account

- 3.1 Client acknowledges that eHealth Ontario may introduce new means for accessing eHealth Ontario Accounts from time to time and that eHealth Ontario may discontinue or prohibit certain methods for accessing eHealth Ontario Accounts from time to time.
- 3.2 Client's choice of how to access its eHealth Ontario Account may restrict the use of certain functions of the ONE Mail Direct Service. For example, a user who accesses his or her e-mail solely using Microsoft's Outlook Web Access will not be able to work with his or her e-mail off-line.
- 3.3 eHealth Ontario provides a means by which you may access your eHealth Ontario Account using a personal or corporate mobile device (e.g. a smartphone, laptop, etc.) via ActiveSync (short for Microsoft Exchange ActiveSync, a protocol designed for the synchronization of email, contacts, calendar, tasks, and notes from a messaging server to a smartphone or other mobile device, and allowing for mobile device management and policy controls). By clicking “Activate” during ONE Mail Direct Service

## Exhibit A – ONE Mail Direct Service Description for Individual Accounts

ActiveSync setup for a mobile device, you agree to permit eHealth Ontario to act as an administrator (“Device Administrator”) to control and monitor certain settings on your mobile device, as indicated in this section below and during the ActiveSync set up process. Prior to connecting a mobile device with the ONE Mail Direct Service via ActiveSync, you agree to follow the secure email policies listed in the ONE Mail Direct for Mobile Devices guide, available at <http://www.ehealthontario.on.ca/en/services/resources>, including, without limitation, the policies below:

- (a) Password required: If not already in place, Client is required to maintain a local password on your mobile device(s) to comply with security policies assigned to the ONE Mail Direct Service via ActiveSync. eHealth Ontario may control the length and the characters allowed for screen-unlock passwords. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (b) Minimum password length: All mobile devices must meet minimum password length restrictions set by eHealth Ontario, as specified in the ONE Mail Direct for Mobile Devices guide. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (c) Inactive timeout: All mobile devices must be configured to support an inactivity timeout, as specified in the ONE Mail Direct for Mobile Devices guide: This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (d) Wipe device: In an effort to ensure that unauthorized access to data on all mobile devices is prevented, Client will have a set number of attempts to enter the correct password. If more than the set number of consecutive failed passwords are entered, a local device wipe instruction (“**Wipe Device Instruction**”) will be automatically applied to erase all local data on that mobile device. The number of attempts before the Wipe Device Instruction is applied is set out in the ONE Mail Direct for Mobile Devices guide. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (e) Lost device: If a mobile device is lost, you must contact the eHealth Ontario Service Desk as soon as reasonably possible and a Wipe Device Instruction will be applied (all data on that device will be erased, if possible).
- (f) Refresh policy: All security configuration restrictions are refreshed every 24 hours. This is implemented by eHealth Ontario as a ONE Mail Device Administrator.
- (g) Screen Lock: eHealth Ontario as a ONE Mail Device Administrator may control how and when the screen locks, and eHealth Ontario may also monitor the number of incorrect passwords typed when unlocking the screen.

Should you decline to accept and implement the above-listed policies, you are not permitted to use the One Mail Direct Service via ActiveSync with your mobile device(s). Should a Wipe Device Instruction be applied to your mobile device(s), you agree to defend, indemnify and hold harmless eHealth Ontario and its Representatives from and against any and all claims, damages, losses, expenses, costs (including reasonable legal fees), or amounts payable under any judgment, verdict, court order or court settlement resulting from or arising out of any damages suffered or asserted by you related to such Wipe Device Instruction.

From time to time, eHealth Ontario may update the policies for access to ONE Mail Direct via ActiveSync, and any such updates will be listed in the ONE Mail Direct for Mobile Devices guide, available at <http://www.ehealthontario.on.ca/en/services/resources>.

### 4. ONE Mail Directory

4.1 eHealth Ontario will provide access to ONE Mail Directory content as part of the ONE Mail Direct Service. The ONE Mail Directory is operated and maintained by eHealth Ontario, and eHealth Ontario is solely responsible for determining the format of the listings, which may change from time to time, in the ONE Mail Directory. Although eHealth Ontario takes reasonable steps to verify the identity of each individual listed in the ONE Mail Directory, eHealth Ontario does not represent, warrant or covenant that the listings in the ONE Mail Directory are complete or accurate.

4.2 The following information is listed about Client in the ONE Mail Directory:

- First name;
- Last name;
- Category - Practitioner; and

# Exhibit A – ONE Mail Direct Service Description for Individual Accounts

eHealth Ontario ONE Mail Direct Account e-mail address;

Client acknowledges that the types of information listed in the ONE Mail Directory is in eHealth Ontario's sole discretion and may change from time to time.

- 4.3 To the extent that any such information to be included in the ONE Mail Directory may be Personal Information, you consent to the inclusion of such information in the ONE Mail Directory and to the disclosure of such information to, and its use by, the other end users of eHealth Ontario's ONE Mail e-mail service.
- 4.4 Client agrees not to use or disclose the information contained in the ONE Mail Directory for any purpose other than communicating with other ONE Mail users in a manner consistent with the terms and conditions of this Agreement.
- 4.5 Client represents, warrants and covenants that any information related to Client provided to eHealth Ontario is accurate and complete, and Client is responsible for informing eHealth Ontario should there be any change to such information and providing updated information. Client is also responsible for informing eHealth Ontario in the event Client discovers that the information in the ONE Mail Directory relating to Client is incorrect and providing the correct information.
- 4.6 eHealth Ontario recognises that in certain exceptional circumstances Client may need to remove your information from the ONE Mail Directory, for example, for confidentiality reasons. In such a case, you must contact the eHealth Ontario Service Desk and provide reasonable justification for your information to be removed from the ONE Mail Directory. The eHealth Ontario Service Desk can be contacted at the following email: [ServiceDesk@ehealthontario.on.ca](mailto:ServiceDesk@ehealthontario.on.ca) or phone number: 1-866-250-1554.

## 5. Dormant Accounts

- 5.1 eHealth Ontario may Disable or Delete, in accordance with the terms and conditions of this Exhibit A and the Agreement, Client's Account, where Client's Account is a Dormant Account and is not a Flagged Account, in accordance with the following:
  - (a) **Non-Activated Accounts.** eHealth Ontario will send a notice of Dormant Account ("**Dormant Account Notice**") to Client's Authorized E-mail Address, in accordance with the notice provisions of the Agreement. The Dormant Account Notice for a Non-Activated Client Account will state that Client's eHealth Ontario Account has been identified as a Dormant Account and that such Account will be Deleted unless a Reactivation Notice from Client is received by eHealth Ontario within thirty calendar days of the date the Dormant Account Notice is received. ("**Thirty-Day Expiry Period**"). Where eHealth Ontario sends such a Dormant Account Notice for a Non-Activated Account and a Reactivation Notice, in accordance section 5.2 below, is not received from Client by eHealth Ontario within the Thirty-Day Expiry Period, the Non-Activated Account may be Deleted by eHealth Ontario after the Thirty-Day Expiry Period.
  - (b) **Inactive Accounts.** eHealth Ontario will send a Dormant Account Notice to Client's Authorized E-mail Address, in accordance with the notice provisions of the Agreement, advising that Client's eHealth Ontario Account has been identified as a Dormant Account and will be Disabled, unless a Reactivation Notice from Client is received by eHealth Ontario within ninety calendar days of the date the Dormant Account Notice was received by Client ("**Ninety-Day Expiry Period**"). Where eHealth Ontario sends such a Dormant Account Notice for an Inactive Account a Reactivation Notice is not received by eHealth Ontario from Client within the Ninety-Day Expiry Period, the Inactive Account, will be Disabled after the Ninety-Day Expiry Period.
  - (c) **Flagged Accounts.** eHealth Ontario will not include Client's Flagged Accounts in any Dormant Account Notices provided to Client.

- 5.2 A Reactivation Notice for Dormant Accounts includes any of the following:

## Exhibit A – ONE Mail Direct Service Description for Individual Accounts

- (a) Notice from Client to eHealth Ontario at [onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca) to have one or more Dormant Accounts listed in the Dormant Account Notice to Client marked as Flagged Account(s) for a period of time specified by the Client, which may not be greater than one calendar year from the date the Reactivation Notice is received by eHealth Ontario; or
- (b) Login by Client into the ONE Mail Direct Account that has been identified as a Dormant Account within the Thirty-Day Expiry Period for Non-Activated Accounts or within the Ninety-Day Expiry Period for Inactive Accounts.

5.3 Client may, at any time during the term of this Agreement, designate an eHealth Ontario Account as a Flagged Account by providing written notice to eHealth Ontario at [onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca) specifying the eHealth Ontario Account to be designated as a Flagged Account, and the period of time such account is to be marked as a Flagged Account, provided that an eHealth Ontario Account may not be Flagged for a period of time greater than one calendar year.