

TELUS Health Community Portal

TERMS AND CONDITIONS

(Last revised October 11, 2016, v.2)

TELUS Health Solutions GP (TELUS Health) is making the TELUS Health Community Portal available to all TELUS Health EMR and Pharmacy clients in order to improve our support services. By accessing the TELUS Health Community Portal, you agree, without limitation or qualification, to be bound by and to comply with these Terms and Conditions. Please read them carefully.

We may revise these Terms and Conditions from time to time. Your continued use of the TELUS Health Community Portal constitutes your acceptance of any such revisions. We encourage you to review this document regularly.

“You”, “Your” and “Yours” refer to each TELUS Health EMR client who is granted a username and password to access the TELUS Health Community Portal.

“We”, “Our” and “Us” refer to TELUS Health.

1. Description. The TELUS Health Community Portal enables you to submit online questions (Q&A section), to propose product suggestions (Ideas section) and to search for solutions in our knowledge base (Knowledge Base section). You can access our knowledge base, where we post FAQs, user guides, release notes and other useful information regarding TELUS Health EMR or Pharmacy solutions. For urgent request, please contact our service desk. TELUS Health will respond to your Submissions in accordance with its support obligations under a separate TELUS Health Agreement entered into between your business and TELUS Health for the use of the EMR or Pharmacy application.

2. Membership. TELUS Health clients (physicians, other health professionals, pharmacists, and staff) are eligible to access the TELUS Health Community Portal. Registration is free.

3. Posting Content. Please take care when entering information to ensure that you do not inadvertently reveal personally identifying details of individuals, including patients.

4. Forums and Content Submissions. The TELUS Health Community Portal may provide features that allow you to post messages and content, to interact with TELUS Health and other users and to upload files, documents or other materials (collectively, **Submissions**). When using any of the features of the TELUS Health Community Portal which allow you to post, upload or make Submissions, it is a condition of your use of the TELUS Health Community Portal that you observe the rules of etiquette and that you do not: (i) restrict or inhibit any other user from using and enjoying the TELUS Health Community Portal, interfere or attempt to interfere with the proper workings of the TELUS Health Community Portal or do anything which in the sole discretion of TELUS Health imposes an unreasonable or disproportionately large load on the TELUS Health website infrastructure; (ii) post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any Submission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; (iii) post or transmit any Submission, including, without limitation, articles, images, stories, software or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder; (iv) post or transmit any Submission that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; (v) post or submit any Submission which solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (vi) post or transmit any Submission which contains a virus or other

harmful component, or provides or creates computer viruses; (vii) post or transmit junk mail, chain letters, unsolicited mass mailing or spam; or (viii) use the TELUS Health Community Portal for commercial purposes, including, without limitation, posting, uploading or transmitting any Submissions which contain advertising or which engage in commercial activities and/or sales, or which involve contests, sweepstakes, barter, advertising, and/or pyramid schemes.

By posting or uploading Submissions to the TELUS Health Community Portal, you grant TELUS Health a royalty free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to: (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submissions for any purpose; and (ii) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above license, you hereby (i) agree to waive all moral rights in any Submission in favour of TELUS Health; (ii) consent to your name, address and e-mail appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission; (iii) acknowledge and agree that TELUS Health is not responsible for any loss, damage, or corruption that may occur to your Submissions; and (iv) acknowledge and agree that any Submissions you provide for display on the TELUS Health Community Portal will be considered non-confidential.

TELUS Health may review Submissions before they are posted. TELUS Health may refuse to post any Submission to the TELUS Health Community Portal. TELUS Health reserves the right, in its sole discretion, to edit or remove any Submission, whether or not the Submission is in violation of the provisions hereof or otherwise objectionable. TELUS Health is not responsible for the content of any Submission.

Submissions represent the views and opinions of the person(s) posting the Submission and do not represent the views or opinions of TELUS Health. While TELUS Health is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending communication from the TELUS Health Community Portal and terminating the submitting party's right to access and use the TELUS Health Community Portal (or any portion thereof).

5. Access. You are responsible for ensuring that only authorized persons are provided with a user name and password and for ensuring that all users take reasonable measures to prevent access by unauthorized persons. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on the TELUS Health Community Portal, and (b) all activities that occur under such password or account. Further, you agree to notify TELUS Health of any unauthorized use of your password or account. TELUS Health shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

6. Registration Information. Your registration information may be used by TELUS Health and its subsidiaries in accordance with their respective policies. Personal information will be used for such purposes as updating our records, notifying you of important EMR software alerts, upgrades, and new releases, and keeping you informed of new products and services. For more information on our Privacy Policy, please visit <http://www.telushealth.com/privacy>.

7. Ownership. All content and material available on the TELUS HEALTH Community Portal is owned by us or our licensors and is protected by copyright, trademark, service mark, patent, trade secret and/or other proprietary rights and laws. You may not copy, modify, store, rent, lease, sublicense, publish, distribute, transmit, assign, sell or commercially exploit, in any manner, the TELUS HEALTH Community Portal, or any software or content contained on the TELUS HEALTH Community Portal. You may, however, print or download one copy of the materials or content on this site on any single computer for your personal non-commercial use, provided you keep intact all copyright and other proprietary notices. Use of content or materials for any purpose not expressly permitted in these Terms and Conditions is prohibited. No part of any content, form or document may be reproduced in any form, or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).

8. Disclaimers. THE TELUS HEALTH COMMUNITY PORTAL IS PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR WARRANTIES ARISING BY COURSE OF DEALING OR TRADE. TELUS HEALTH MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (as used in this section, “WARRANTIES”) OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. TELUS HEALTH SPECIFICALLY MAKES NO WARRANTIES THAT THE SITE, INCLUDING ANY CONTENT, INFORMATION, PRODUCTS OR FEATURES ON THE SITE, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH FEATURES OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

TELUS HEALTH CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

TELUS HEALTH DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES.

THE INFORMATION CONTAINED ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO PROVIDE MEDICAL OR OTHER ADVICE TO YOU, AND YOU SHOULD NOT RELY UPON THE INFORMATION TO PROVIDE ANY SUCH ADVICE.

9. Limitation of Liability. In the event that TELUS Health, TELUS Health related entities, affiliates or licensors, including their respective officers and directors, should have any liability to you or any third party for any loss, harm or damage, you agree that such liability shall not exceed \$50.00. You agree that this limitation of liability is an essential element that forms the basis of the arrangement whereby we provide you with access to TELUS Health Community Portal, and without it we would not provide access to TELUS Health Community Portal.

10. Indemnity. You agree to defend, indemnify and hold TELUS Health, its suppliers, partners, affiliates and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees related to any violation of these Terms and Conditions by you, or in connection with your use of the TELUS Health Community Portal or with the placement or transmission of any Submission on the TELUS Health Community Portal by you.

11. Linkage. The TELUS Health Community Portal may contain links to other web sites that are not under the control of TELUS Health and TELUS Health is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site or any link contained in a linked site. It is your responsibility to verify any information contained within the links before relying on it. Also, the information contained in the links may be changed or updated at any time without notice. TELUS Health provides links to you only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by TELUS Health of the linked site. Your use of the linked sites may be subject to terms and conditions contained in these web sites, which you should locate and review.

12. Monitoring. TELUS Health is under no obligation to monitor the TELUS Health Community Portal or any Content accessible through a Site and assumes no responsibility or liability should its Content be modified or altered in any way without TELUS Health' consent. However, you agree that TELUS Health has the right to monitor the TELUS Health Community Portal electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Site, or to protect itself or its users in accordance with the Privacy Policy.

13. Termination/Suspension. TELUS Health reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the TELUS Health Community Portal, or any portion of the Site, for any reason or no reason; (2) to modify or change the TELUS Health

Community Portal, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the TELUS Health Community Portal, or any portion of the TELUS Health Community Portal, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

14. Governing Law/Dispute Resolution. The TELUS Health Community Portal is controlled, operated and administered by TELUS Health from its offices within Canada. TELUS Health makes no representation or warranty that the TELUS Health Community Portal is appropriate or available for use at any locations outside Canada. If you access the TELUS Health Community Portal from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through the TELUS Health Community Portal in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of BC, Canada, without reference to its conflict of laws principles. Each party hereby agrees to submit to the jurisdiction of the courts of the Province of BC and to waive any objections based upon venue.

15. General Provisions. This agreement is personal to you, and you may not assign your rights or obligations to anyone. These Terms and Conditions constitute the entire agreement between TELUS Health and you pertaining to your use of the TELUS Health Community Portal, Content and supercede any prior agreements between you and TELUS Health with respect to the subject matter hereof. TELUS Health' failure to insist upon or enforce strict performance of any right or provision of these Terms and Conditions shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions, so that these Terms and Conditions shall remain in full force and effect.