

PROVIDER AGREEMENT for eClaims and WSIB

THIS AGREEMENT made between TELUS Health Solutions Inc. (“TELUS”) and the undersigned WSIB Provider, Organizational Provider, Associate Provider or Independent Provider (as the case may be and as those terms are defined below and in the registration process) of healthcare services and supplies, (the “Provider”). The term “you” refers to the person or entity using or receiving the Services, as applicable.

WHEREAS:

- A. TELUS is the owner of and will provide a solution (the “Services”) currently comprised of a web portal which is accessible over the Internet (the “Portal”), or an application program interface (“API”), a mobile application (the “App”) which can be installed on a single mobile device and used by Provider and related systems supporting the registration of providers, the capture, transmission or adjudication of claims for healthcare services also referred to as electronic bills for service (the “Claim(s)”) and other related services, as the case may be (collectively the “Services”), for any party that pays benefit claims or administers benefit plans, such as but not limited to, an insurance company or workers compensation board, a third party administrator, plan sponsor, or a government agency, as the case may be (the “Payer(s)”);
- B. TELUS will share Provider Information obtained from Providers with the Payers who have entered into an agreement with TELUS to share Provider Information;
- C. The Payers engaged in the business of administering and marketing certain extended healthcare benefit plans have entered into an agreement with TELUS with respect to the Services in order to capture electronic Claims from Providers’ point-of-service; and
- D. The Provider wishes to use the Services or, in the case of an Organizational Provider, wishes to provide its Associate Providers with access to the Services, on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

0.0 DEFINITIONS:

“Associate Provider” means a provider working for an Organizational Provider.

“Gym” means a commercial establishment where physical exercise or training is conducted on an individual basis, using exercise equipment or open floor space with or without one-to-one instruction with a personal trainer.

“Head Office” means an organization that serves as the administrative headquarters for one or more associated organizations. A head office typically performs billing on behalf of the associated organizations.

“Independent Provider” an individual practitioner or healthcare professional or other approved service provider that practices and bills services as an independent professional.

“Intellectual Property Rights” shall mean any rights arising anywhere in the world under (i) patent law; (ii) copyright law; (iii) trademark law; (iv) design patent or industrial design law; (v) privacy, publicity, celebrity and personality rights law; and (vi) any other statutory provision or common or civil law principle which may provide a right in either (a) ideas, formulae, concepts, inventions, or know-how generally, including confidentiality or trade secret law, or (b) the expression of such ideas, formulae, concepts, inventions or know-how.

“Organizational Provider” means a clinic, hospital, non-health supplier, optical supplier or healthcare facility or other approved service provider that could employ multiple healthcare professionals (or other) professionals where such professionals bill for services on behalf of an organization.

“Provider Information” means general profile information of the Provider, including such things as clinic name (if applicable), first and last name, address, telephone number, fax, email, bank account number, bank number and transit number, and the identification of the Provider as assigned by the governing association or college (if applicable).

“Spa” means a recreational facility that may include swimming pools, saunas, exercise classes and equipment, as well as offering a variety of aesthetic, health and wellness services.

“WSIB Provider” means a Head Office, an Organizational Provider, Associate Provider or Independent Provider submitting Claims on behalf of workers (and others, such as survivors and witnesses) covered by The Workplace Safety and Insurance Board of Ontario (“WSIB”).

1.0 OBLIGATIONS OF TELUS:

- 1.1 TELUS shall:
- a. provide a Portal or provide an API for Providers equipped with a patient management system;
 - b. subject to the terms and conditions of this Agreement, grant Provider a non-transferable, revocable, non-exclusive limited right and license to use the software, Portal or API during the term of this Agreement only for the exclusive purpose of accessing the Services and no other purpose;
 - c. subject to the terms and conditions of this Agreement, grant Provider a personal, non-transferable, revocable, non-exclusive limited right and license to install and use the App on a single mobile device ("**Device**"), during the term of this Agreement only for the exclusive purpose of accessing the Services and no other purpose. The terms of this Agreement will govern any upgrades and new versions ("**Updates**") provided by TELUS that replace and/or supplement the original App, unless such Update is accompanied by a separate license agreement, in which case the terms of that license agreement will govern;
 - d. allow the Provider and, in the case of an Organizational Provider, all of its Associate Providers, to transmit the Claims to TELUS;
 - e. validate captured Claims for compliance to the messaging standard;
 - f. transmit the Claim to the appropriate Payer;
 - g. provide a toll-free number to assist the Provider with any problems in connection with the Services;
 - h. provide the Services free of charge;
 - i. provide the Provider with documentation, including policies, rules, procedures and instructions ("**TELUS Procedures**") related to the use of the Services. Such TELUS Procedures may be modified, withdrawn or otherwise amended by TELUS from time to time, on 30 days' notice;
 - j. If applicable, reimburse the Provider for valid Claims processed as part of the Services in accordance with the TELUS Procedures and in accordance with the reimbursement option selected. The Provider acknowledges that the Payer makes the final decision on the admissibility of any and all Claims and the amounts payable to Provider for the services provided and that TELUS has no responsibility of any nature or kind in this regard.

2.0 OBLIGATIONS OF THE PROVIDER AND PROHIBITED USE:

- 2.1 The Provider shall:
- a. register for the Services and request access credentials;
 - b. honour valid claimant identification (e.g. benefit cards), as provided by Payers, and not discriminate in any manner against any Payers;
 - c. by selecting Install, grant consent to TELUS for the installation of the App on your Device. In addition, you expressly consent to the installation of all Updates to the App that TELUS determines, in its sole discretion that you are eligible to receive, including where such updates are provided by TELUS or its agents, subcontractors, affiliates or third-party software providers. You may withdraw your consent to the installation of the App at any time by uninstalling the software from your device. If you have any questions, please write to TELUS at the address provided herein, or go to our website at www.telushealth.com
 - d. not tamper with or permit others to tamper with, alter or otherwise rearrange or copy the Services;
 - e. not abuse or fraudulently use the Services, or permit or assist others to do so: (i) that in any manner that interferes with the Services or TELUS facilities or Intellectual Property Rights (see section 7); or (ii) for any purpose or in any manner that is directly or indirectly in violation of applicable laws or in violation of any third party rights including, without limitation, Payer rights or any applicable laws or regulations;
 - f. comply with all privacy laws and protect the confidentiality and security of information, usernames, and passwords related to the Services and to Claim transactions and claimants and sections 8 and 9 hereof;
 - g. not copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Services or the Content, or 'frame', 'mirror' or otherwise incorporate the Services or the Content or any part thereof on any commercial or non-commercial website;
 - h. not access or monitor any part of the Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without TELUS' express written permission;
 - i. not violate the restrictions in any robot exclusion headers on the Content or the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
 - j. not deep-link to any portion of the Services for any purpose;
 - k. not remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Services or the Content;
 - l. not use the Services or the Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted by TELUS and only in the exact manner specified and enabled by TELUS;
 - m. not attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Services or the Content;
 - n. not create derivative works based on the Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Services or the Content;

- o. not use the Services or the Content in a manner that violates the rights (including to Intellectual Property Rights) of any third party;
- p. at all times comply with the TELUS Procedures and any other rules or regulations imposed on the Provider by a Payer;
- q. remain a member in good standing with any applicable association or other body that regulates or otherwise represents Providers of extended healthcare services or supplies and, in the case of an Organizational Provider, ensure that all of its Associate Providers remain members in good standing with such association or other body;
- r. ensure that Associate Providers and designated users of its organization or clinic, granted access to the Services, comply with the obligations of this Agreement;
- s. at all times comply with all applicable codes of ethics and other rules and procedures imposed by any association or other body that regulates or otherwise represents Providers of extended healthcare services or supplies and, in the case of an Organizational Provider, ensure that all of its Associate Providers and designated users comply with such codes of ethics and other rules and procedures;
- t. be solely responsible to obtain and adhere to any applicable rules and regulations that may be required and applied by a Payer for the reimbursement or admissibility of a Claim including but not limited to providing a signed authorization from the patient or relevant benefit plan member (where applicable) for electronic claims submissions and benefit assignment;
- u. keep and maintain such books and records as TELUS may reasonably require in connection with Claims processed through the Portal or App, including but not limited to, Service receipts and patient notes. In the case of PSHCP or WSIB claims/bills, the books and records must be kept for a period of ten (10) years; for all other Payers, the books and records must be kept for a period of seven (7) years;
- v. submit to an audit required by TELUS or a Payer through TELUS. Such audit may be performed by TELUS, the Payer or any of their contracted auditors or independent auditors, (each an 'Auditor') and may take the form of: an on-site audit; a desk audit; a telephone audit, survey audit; or such other form of audit as determined by the Auditor. Provider shall provide the Auditor with access to all information, including, but not limited to, books, records and Personal Information that relate to the Claims made to, and payment received from the relevant Payer.
- w. if applicable, Claims submitted for adjudication by TELUS shall not exceed the lowest amount that Provider would have charged to a cash paying customer or another private sector third party payer;
- x. if applicable, the Provider acknowledges and agrees that TELUS in providing the payment is acting on behalf of Payers.
- y. in the case of a WSIB Provider, charge TELUS for electronic claims submitted to TELUS an amount that will not exceed the lowest amount the Provider would have accepted from an insured cash-paying customer or another Payer, except for any Payer subject to legislated fees. This requirement does not apply to collective agreements or negotiated fee schedules; and
- z. in the case of a WSIB Provider, be liable for any sales taxes, or other types of taxes on equipment and/or services as may be levied by any government, now or in the future.

2.2 If the Provider is a Spa or beauty studio, in addition to Section 2.1 above, Provider shall also:

- a. not exchange any beauty/aesthetic services or products in return for billing a customer's extended health insurance with a Payer for a different, covered benefit, or replace a non-covered benefit by a covered benefit;
- b. not advertise or promote improper billing to a customer's extended health insurance with a Payer in exchange for non-covered beauty/aesthetic services or products;
- c. immediately revoke access to the Services for any Provider employee who is found to be violating 2.2(a) or (b) above; and
- d. notify TELUS and Payer of any customer requesting to bill their extended health insurance with a Payer in return for beauty/aesthetic services or products.

2.3 If the Provider is a Gym, in addition to Section 2.1 above, Provider shall also:

- a. not exchange any Gym membership, fitness services (e.g. personal training) or products (e.g. nutritional supplements) in return for billing a customer's extended health insurance with a Payer for a different, covered benefit or replace a non-covered benefit by a covered benefit;
- b. not advertise or promote improper billing to a customer's extended health insurance with a Payer in exchange for non-covered Gym membership, fitness services or products;
- c. immediately revoke access to the Services of any Provider employee who is found to be violating 2.3(a) or (b) above; and
- d. notify TELUS and Payer of any customer requesting to bill their extended health insurance with a Payer in return for Gym membership, fitness services or products.

2.4 The Provider warrants to TELUS and to Payers that the electronic submission of a Claim by the Provider or its subcontractors, agents or representatives constitutes a certification by the Provider that all information submitted is accurate and complete. This includes, but is not limited to, identification of the person receiving services or supplies from the Provider, the location at which the services or supplies were performed or provided, as applicable, the date the services or supplies were provided, the date of injury and diagnosis information (if applicable), the service codes and nature of the services or supplies provided, and the billed amount for the services or supplies provided and any other information as may be requested by TELUS from time to time.

2.5 The Provider acknowledges that the audit provisions described in Section 2.1(v) and any waiting periods for deactivated Providers will vary by Payer, each of which manage their own adjudications and deactivation lists.

3.0 BANK ACCOUNT:

3.1 The Provider shall maintain a bank account (an “**Authorized Account**”) with its financial institution (“**Processing Member**”). The Provider authorizes TELUS to share Provider Information with the Payers that are customers of TELUS in relation to the Services. The Provider hereby represents that it has the authority in accordance with its Authorized Account agreement with its Processing Member to allow TELUS to validate the Authorized Account by TELUS depositing a random amount between \$.01 (one cent) and \$.99 (ninety-nine cents), and then reversing the deposit for the equivalent amount.

- a. The Provider hereby authorizes TELUS to reverse its Authorized Account either (i) as a one-time act triggered at registration for the purpose of validating the Authorized Account, and / or (ii) upon the Provider modifying its banking information (the “**Account Validation**”) and both TELUS and the Provider accept and agree that the amount of the pre-authorized debit (the “**PAD**”) shall be for an amount between \$.01 (one cent) and \$.99 (ninety-nine cents).
- b. TELUS shall perform the PAD for the purposes of (i) Account Validation, (ii) administering the PAD on behalf of the Payers, and (iii) payment of claims on behalf of the Payers.
- c. The Provider may revoke its authorization at any time, subject to providing 30 days’ advance written notice to TELUS at the address listed in section 11. The Provider may also obtain a sample cancellation form, or further information on its right to cancel a PAD, at their financial institution or by visiting <https://www.payments.ca/sites/default/files/h1eng.updated.pdf>.
- d. The Provider may contact TELUS at any time to make inquiries, obtain information or seek recourse with respect to any PAD issued by TELUS.
- e. The Provider has certain recourse rights if any debit does not comply with this Agreement. For example, the Provider has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on its recourse rights, the Provider may contact its financial institution or visit www.payments.ca.

ACKNOWLEDGEMENT: The Provider acknowledges and agrees that once TELUS shares the Provider Information with the Payers, the Payers have the Provider’s consent to use the Provider Information in the context of adjudication and payment of claims and the Provider further accepts that TELUS and the Payer shall be entitled to communicate via email with the Provider regarding the Services and/or other related services, as the case may be.

3.2 A Payer shall have the right to offset and deduct any amounts payable by the Provider to the Payer (including amounts adjusted as the result of an audit, at the conclusion of audit arbitration periods, if applicable), from any amounts payable by the Payer to the Provider.

4.0 INDEMNITY AND LIABILITY:

4.1 In the event that a party fails to comply with any obligations under this Agreement (the “**Defaulting Party**”) and as a result thereof, the other party (the “**Non-Defaulting Party**”) suffers any loss, liability or damage, the Defaulting Party agrees to indemnify and save harmless the Non-Defaulting Party from such loss, liability or damage, including reasonable attorneys’ fees.

4.2 If applicable, it is further understood and agreed that should a Claim be submitted by the Provider which is refused or rejected, for any reason, by the Payer, TELUS will have no responsibility or liability in respect thereof and the Provider will indemnify and save harmless TELUS in respect of any claim the Provider’s customer may make against TELUS arising out of such refusal or rejection of any Claim.

4.3 The Provider agrees that upon the termination of this Agreement for any reason whatsoever, including but not limited to, any termination due to a change of ownership of the Provider, the Provider agrees that it remains liable to the Payers for any monies owing to the Payers in connection with claims submitted by the Provider up to and including the date of termination of this Agreement. The Provider further agrees that, in the case of termination of this Agreement due to change of ownership, Provider shall include an undertaking in the transfer of ownership documentation to be executed by the Provider and the acquiring Provider (the “**New Provider**”) that both the Provider and the New Provider will be jointly and severally liable to the Payers for any and all monies owing to the Payers as at the date of termination.

5.0 TERM AND TERMINATION:

5.1 TELUS may terminate this Agreement on twenty-four (24) hours’ notice to the Provider if:

- a. the Provider breaches any of its obligations under this Agreement;
- b. TELUS discovers that any of the information the Provider or, in the case of an Organizational Provider, any of its Associate Providers, submitted during the online registration process is inaccurate; or
- c. TELUS receives information from a Payer that a Provider is engaged in unethical business conduct.
- d. TELUS has entered into an agreement with the association or other body to which the Provider is a member of or, in the case of an Organizational Provider, its Associate Providers are members of, and such agreement is terminated.

5.2 Notwithstanding the foregoing, TELUS may, in its sole discretion and without prior notice, immediately terminate access to the Services of any Provider (in the case of an Independent Provider) or any Associate Provider (in the case of an Organizational Provider). The Provider acknowledges and agrees that despite access to the Services granted by TELUS, a Payer may, in its sole discretion and without prior notice, refuse electronic Claims from Provider or determine that the Provider’s services or supplies are ineligible under the terms of its respective insurance contract.

5.3 This Agreement shall continue in full force and effect from month to month unless terminated by either party upon thirty (30) days written notice to the other party.

5.4 Upon termination of this Agreement for any reason whatsoever, the Provider shall: (i) cease using the Services and destroy or return to TELUS any documentation, materials, or software provided by TELUS, including without limitation the API, where applicable; (ii) cease all use of the App and destroy all copies, full or partial; and (iii) cease to represent to the public any association with TELUS.

6.0 DISCLAIMER AND LIMITATION OF LIABILITY:

6.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY THE LAW THAT APPLIES TO YOUR JURISDICTION, TELUS PROVIDES THE SERVICES AND THE CONTENT WITHOUT WARRANTY OR CONDITION OF ANY KIND. USE OF THE SERVICES OR THE CONTENT IS AT YOUR OWN RISK. TELUS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ABOUT THE MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SERVICES OR THE CONTENT. THE SERVICES AND THE CONTENT MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES, INCLUDING, WITHOUT LIMITATION, PRICING ERRORS. TELUS DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE SERVICES OR THE CONTENT. YOU AGREE TO ASSUME ALL RISK ARISING OUT OF YOUR USE OF THE SERVICES AND CONTENT.

EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS CONTAINED IN SECTION 8.1(A) AND (B) HEREIN, YOU AGREE THAT, WITH RESPECT TO DIRECT DAMAGES, TELUS AND TELUS' SUPPLIERS TOTAL CUMULATIVE LIABILITY IN RESPECT OF ALL CLAIMS UNDER THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00); AND UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT, YOU SHALL NOT BRING AN ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN OR THE DATE OF DISCOVERY OF SUCH CAUSE, WHICHEVER IS LATER.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT NEITHER TELUS NOR ITS SUPPLIERS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT TELUS OR ITS SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE SERVICES OR THE CONTENT.

The limitation above reflects the allocation of risk between you and TELUS. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

7.0 TELUS PROPRIETARY RIGHTS, THIRD PARTY WEBSITES AND VIRUSES

7.1 All Intellectual Property Rights, developed, collected, created by or for TELUS and all manuals, documents, software, the API, the App, the TELUS Procedures or other material of whatever nature provided to the Provider by TELUS and all copies thereof made by the Provider as permitted herein shall remain the sole property of TELUS and shall be destroyed, deleted or returned to TELUS upon the termination of this Agreement. The Provider shall be permitted to make copies of any manuals, documents, or other materials of whatever nature solely for use by the Provider in connection with this Agreement. All specifications, documentation, CDs and programs utilized or developed by TELUS in connection with the Services shall remain the sole property of TELUS. The Provider may not reproduce or disclose the materials to any third party without the prior written approval of TELUS. The requirements of this Section shall survive termination of this Agreement.

7.2 The Provider acknowledges that all right, title and interest in and to the software, the App and the Services belongs to and resides with TELUS. Provider may not remove any proprietary rights notices of TELUS from the software, the App or the Services. Provider acknowledges that all right, title and interest in the software, the App and the Services, all materials provided by TELUS in connection with this Agreement, and any update, adaptation, translation, customization or derivative work thereof, and all Intellectual Property Rights therein will remain with TELUS, and that the software, the App and the Services, and all materials provided by TELUS hereunder are licensed and not 'sold' to Provider. In the event the Provider breaches this Section, TELUS reserves the right to terminate this Agreement in accordance with Section 5 hereof, and in such a case, the Provider shall return all software to TELUS without retaining a copy thereof and shall cease all use of the App, and destroy all copies, full or partial.

7.3 TELUS, TELUS Health, TELUS Health Solutions Inc. and other TELUS trade-marks used in the App are the trade-marks or registered trade-marks of TELUS in Canada and/or other countries. Provider is not granted any right or license to use the trade-marks under this Agreement.

7.4 The Services may display, include or make available content, data, information, applications or materials from third parties, including images or provide links to certain third party web sites. Use of the Services may also require internet access and that Provider be bound by additional terms of service (collectively “**Third Party Materials**”). By using the Services, Provider acknowledges and agrees that TELUS is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. TELUS does not warrant or endorse and does not assume and will not have any liability or responsibility to Provider or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties.

7.5. The downloading and viewing of any information, material or content contained on or provided through the Services (the “**Content**”) is done at your own risk. TELUS cannot and does not guarantee or warrant that the Services or the Content are compatible with your computer system or that the Services or the Content, or any links from the Services or the Content, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Services.

8.0 CONFIDENTIALITY OBLIGATIONS:

“**Confidential Information**” or “**CI**” means any information, material or data, fixed in any tangible medium expression, in whatever format or form, which is proprietary or confidential in nature, regardless of whether it is identified as proprietary or confidential or not, or that is by its nature or is treated as being confidential or proprietary by the disclosing party and that is furnished by or on behalf of the disclosing party to the receiving party, whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the receiving party, including without limitation, all information pertaining to formularies, technical, financial or business planning, performance, product and contractual information, data, ideas, concepts or know-how that is considered and treated as being confidential by the disclosing party. CI does not include PI.

“**Personal Information**” or “**PI**” has the same definition as in PIPEDA or other provincial legislations, if applicable, and includes the individual’s name, address, age, date of birth, sex and religion, whether recorded in printed form, film, be electronic means or otherwise and disclosed to TELUS pursuant to this Agreement.

8.1 Each party agrees that it shall not:

- a. use the other party’s CI for any purpose other than for the purpose of performing its obligations under this Agreement;
- b. copy or otherwise reproduce the other party’s CI, or disclose, disseminate or otherwise communicate in whole or in part CI to any third party, provided, however, that: any disclosure of Provider’s CI may be made to the officers, directors, agents, subcontractors and employees of TELUS and of a Payer who needs to know such CI for the purposes of performing the Services;
- c. use the other party’s PI for any purpose other than for the purpose of performing its obligations under this Agreement; or
- d. copy or otherwise reproduce the other party’s PI, or disclose, disseminate or otherwise communicate in whole or in part PI to any third party, provided, however, that any disclosure of Provider’s PI may be made to the officers, directors, agents, subcontractors and employees of TELUS and of a Payer who needs to know such PI for the purposes of performing the Services.

8.2 During and after the term of this Agreement, TELUS and the Provider shall ensure that the confidentiality and security of all Confidential and Personal Information is maintained.

8.3 In the event that the receiving party becomes legally compelled to disclose any of the disclosing party’s CI, it shall provide the disclosing party with prompt prior written notice of such requirements so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver may not be unreasonably withheld. In the event that such protective order or other remedy is not obtained, or that the disclosing party waives compliance with the provisions hereof, the receiving party agrees to furnish only that portion of the CI which it is legally required to do so and to exercise best efforts to obtain assurances that confidential treatment will be accorded to such CI.

8.4 Notwithstanding anything to the contrary herein, the following shall not constitute CI for the purposes of this Agreement:

- a. Information that the receiving party can show, by documented and competent evidence, was known by it prior to the disclosure thereof to it, provided that, this exception shall not apply to TELUS or the Provider’s CI known by the other as a result of its ownership of TELUS or the Provider prior to the effective date or that meets the definition of CI set out herein;

- b. Information that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the receiving party in breach of this Agreement;
- c. Information that is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to any prohibition against transmitting the information to the receiving party;
- d. Information that the receiving party can show, by documented and competent evidence, to have been developed independently by the receiving party without using said CI;
- e. Information that the receiving party is required to disclose by law or as a result of a court order provided that the receiving party gives prior written notification to the disclosing party of its intention to disclose such CI;
- f. Information presented in an anonymized and aggregated form sufficient that the source of the information cannot be identified as the Provider's or its clients; or
- g. Information for which the disclosing party has authorized unrestricted disclosure.

9.0 PRIVACY:

In the event TELUS has to use or disclose any Personal Information in providing the Services, the Provider warrants and represents that it has obtained, in place of TELUS, all required consent from any individuals with respect to the (i) use by TELUS of such information as required for the purpose of rendering the Services; and (ii) disclosure of such information to other organizations duly mandated by TELUS for the provision of the Services. Notwithstanding this section or anything to the contrary contained in this Agreement, the Provider agrees that TELUS Health may disclose to the Payer any details of a TELUS audit on the Provider's claims submitted to such Payer.

10.0 AUTHORIZATIONS:

10.1 The Provider hereby authorizes TELUS to share the Provider Information (excluding any bank account number, bank number and transit number of the Provider), with their college and/or governing association, or with TELUS' affiliates.

10.2 Subject to this Agreement and the terms of TELUS' privacy policy, you grant TELUS a transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sublicensable license to access, collect, store and use any data, information, records and files that: (1) you load, transmit to or enter into the Portal, API or App, or (2) the Portal, API or App or Services collect, retrieve or obtain from your local computer system or from third parties with your permission or on your behalf, and (in each case) including all results from processing such data, including compilations, and derivative works thereof for the purpose of: (A) providing the Services, (B) complying with applicable law, (C) reasonable audit and data retention policies, and (D) to the extent that the data is anonymous and non-identifiable, for research and analytical purposes and to operate and expand our business opportunities.

11.0 GENERAL TERMS:

11.1 This Agreement shall be governed by the laws of the Province where you reside and the laws of Canada applicable therein, excluding any conflict of laws which would lead to the application of any other laws. If you reside outside of Quebec, the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action arising under this Agreement, and you hereby accept and irrevocably submit to the jurisdiction of the courts of Ontario and acknowledge their competence and agree to be bound by any judgment thereof. If you reside in Quebec, the courts of the Province of Quebec shall have exclusive jurisdiction to entertain any action arising under this Agreement, and you hereby accept and irrevocably submit to the jurisdiction of the courts of Quebec and acknowledge their competence and agree to be bound by any judgment thereof.

11.2 Neither party shall be responsible for the failure to comply with or any delay in its performance of any term or condition of this Agreement, if such failure or delay is directly or indirectly caused by events beyond the reasonable control of the party, and provided that the party prevented from rendering such performance uses its best efforts to render such performance in a timely manner utilizing such resources reasonably required in the circumstances as soon as the conditions preventing such performance no longer prevails. These events shall include, but shall not be limited to fire, flood, earthquake, accident, civil disturbance, war, pandemic, strikes or labour problems, delays in transportation, inability to secure necessary materials, failure in telecommunications facilities, parts or components, delay or failure of performance of any supplier or contractor, or acts of God.

11.3 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter. Any term or provision of this Agreement can be waived or modified only with the written consent of both parties except that TELUS may amend this Agreement by providing notice to such effect and providing Provider with a reasonable period to express in writing its unwillingness to be bound by the revised terms and conditions. If Provider remains silent during such notice period its consent to the revised terms shall be deemed received.

11.4 Any notice shall be in writing and shall be sent to the attention of the signatories of the party at the address set forth below:

If to TELUS:

Provider Services Dept. – TELUS HEALTH SOLUTIONS INC.
25 York street, 20th floor.
Toronto, Ontario
M5J 2V5
Fax: 1-855-296-5515

Cc: Legal Department

If to Provider, as per address or email provided at registration.

11.5 Each party shall take all such actions as may be necessary or desirable to implement the provisions of this Agreement to their full extent.

11.6 This Agreement shall be binding upon the parties, their heirs, successors and assigns. The Provider may not assign this Agreement without the written consent of TELUS.

11.7 This Agreement has been drafted in the English language at the express request of the parties. Cette convention a été rédigée en langue anglaise à la demande explicite des parties.

By clicking "I AGREE" or similar electronic acceptance, you agree with the terms of this Agreement. If you do not accept and agree to be bound by these terms, please do not use the Services.