

MySaskHealthRecord Terms and Conditions

1. Introduction

Please read these MySaskHealthRecord Terms and Conditions (hereby referred to as “Terms and Conditions”) carefully. They are a legal agreement between you and eHealth Saskatchewan (eHealth). By using MySaskHealthRecord, or by clicking the acceptance button, you agree to be bound by these Terms and Conditions, including all amendments made from time to time. If you do not agree to these Terms and Conditions, do not use MySaskHealthRecord.

These Terms and Conditions were last updated on April 5, 2020.

- The MySaskHealthRecord should not be used for medical advice or self-diagnosis. Please see your physician or other healthcare professional for medical advice and diagnosis.
- The information in the MySaskHealthRecord is incomplete. It is not intended to be a source of truth and may not include the most up to date information.

2. Not Medical Advice

If you have an emergency dial 911. If you need to speak to someone urgently, please contact your healthcare professional, HealthLine (dial 811), a primary health care clinic, or go to the emergency department at the nearest hospital.

MySaskHealthRecord is not intended to provide you with any medical advice or any other advice. There is no substitution for professional medical advice from your healthcare professional or other licensed medical professional.

For advice about your test results or your medical condition, ask your healthcare professional. eHealth cannot provide you with medical advice.

Medical information, including test results, will be presented to you in MySaskHealthRecord in substantially the same format in which it is presented to your physician or other health care provider(s). eHealth has not taken any steps to adapt the presentation of the information to make it more understandable to individuals without medical training. Please always discuss the information with a medical professional to ensure you interpret the information correctly. If you do not discuss your medical information with your healthcare professional, it is possible that you might misunderstand the implications of your medical information.

Never change or stop any course of treatment without first consulting your healthcare professional.

Any other health and health-related information contained within MySaskHealthRecord or eHealth's website is intended to be general in nature and should not be used as a substitute for a visit to your physician or other health care provider. Any such information that you obtain from MySaskHealthRecord or eHealth's website might be inappropriate for your own situation or might be misinterpreted. eHealth assumes no responsibility for how you use the information you obtain from this website and the MySaskHealthRecord. MySaskHealthRecord is provided on an 'as is' basis without representations, warranties or conditions of any kind. You agree that your use of MySaskHealthRecord is at your sole risk. You agree that eHealth assumes no liability if MySaskHealthRecord is unavailable at any time, or for the reliability, validity, accuracy, completeness, integrity, quality or timeliness of, or any failure to deliver or store, MySaskHealthRecord or any medical information or other content.

Neither eHealth nor TELUS Health recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in the MySaskHealthRecord.

3. Use of MySaskHealthRecord

You may use MySaskHealthRecord for your personal, non-commercial purposes. You may not use MySaskHealthRecord for any other purpose. You are not permitted to:

- (a) make any commercial or derivative use of MySaskHealthRecord;
- (b) use any data mining, robots, or similar data gathering and extraction methods with respect to MySaskHealthRecord or the medical information or other content contained therein;
- (c) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble or work around technical limitations in the software or source code, disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the MySaskHealthRecord;
- (d) rent, lease, lend, resell, transfer, or sublicense the MySaskHealthRecord;
- (e) provide any third party with access to the MySaskHealthRecord, database or any service or content made available through the MySaskHealthRecord;
- (f) alter, tamper with or attempt to repair the MySaskHealthRecord;
- (g) use the MySaskHealthRecord to:
 - i. publish or make available to the public material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by eHealth or TELUS Health in its discretion, acting reasonably; or
 - ii. send spam or other unsolicited material in breach of any laws;
 - iii. impersonate another person; or
 - iv. infringe the intellectual property of any third party.
- (h) use or disclose identifiable or anonymized personal information (e.g., for any data use or sale) to any third party without the express written consent of the individual to whom it refers.

Please note that all access is subject to:

- The MySaskHealthRecord Terms and Conditions; and
- The MySaskHealthRecord Privacy Statement.
- The eHealth Security Statement.

4. Information within the MySaskHealthRecord

The following provincially sourced information will be available through the MySaskHealthRecord:

- *Lab Results* – lab results stored in eHealth's Saskatchewan Laboratory Results Repository;
- *Clinical Visit History* – list of visits to provincial facilities that are stored in eHealth's Clinical Encounter Repository; and
- *Medical Imaging Reports* - reports presented in the Radiology Information System
- Such other medical information as may be added by eHealth from time to time (collectively, the "Provincially Sourced Information").

Please note that the Provincially Sourced Information is not a complete list of your lab test results, clinical visits or medical imaging. Some information is not yet available electronically to eHealth but may be added in future releases.

The MySaskHealthRecord allows you to enter your own personal health information (the "**User Entered Information**") and is customizable to allow you to track and monitor your health. **You are responsible for all information entered by you and all your choices on how the information is used and displayed within the system.**

The MySaskHealthRecord allows you to connect to some third party devices (the "Device information") to upload personal health information. When you connect a third party device, an additional pop-up may be presented with respect to the applicable device connectivity terms and conditions.

eHealth does not verify, check or monitor the User Entered Information or how you are using or displaying the information within the system.

You will be able to amend User Entered Information, but will not be able to amend, change or delete the Provincially Sourced Information or Device information. If you note an error in the Provincially Sourced Information, please contact eHealth.

5. Medical Information and Other Content

eHealth does not create and has no responsibility for the medical information and other content that may be available through your use of MySaskHealthRecord. MySaskHealthRecord is simply a tool to provide you with access to medical information and other content created by third parties.

Further, the medical information contained within the MySaskHealthRecord is not guaranteed to be complete or up-to-date. In many instances, additional information is available elsewhere.

Please review the notations provided with the information. The notations include important guidelines that will assist you in understanding the information presented.

You agree that eHealth is not liable in any way for the validity, accuracy, completeness, integrity, quality and timeliness of any medical information or other content available through MySaskHealthRecord, and that your use or non-use of, and your reliance or non-reliance on, any such medical information or other content is at your own risk.

6. Registration Information, User IDs and Passwords

Please see the MySaskHealthRecord Privacy Statement and eHealth Security Statement.

You are entirely responsible for all usage or activity on MySaskHealthRecord by users using your Saskatchewan.ca ID or password, including but not limited to use of your password by any third party. eHealth will not be responsible for any unauthorized use of your Saskatchewan.ca user ID or password.

7. Termination of Access to MySaskHealthRecord

eHealth may, in its sole discretion, terminate or suspend your access to all or any part of MySaskHealthRecord at any time, with or without notice, for any reason, including, without limitation, breach of these Terms and Conditions. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or activity that may otherwise affect the enjoyment of MySaskHealthRecord or access to MySaskHealthRecord by others, may be grounds for termination of your access to all or part of MySaskHealthRecord at the sole discretion of eHealth.

eHealth will suspend your MySaskHealthRecord account if you do not sign into your account within a 13 month period. Once your account is suspended, you must reactivate your account within 180 days from the date of suspension to recover your account and information. After the 180 days, all user information may be lost and unrecoverable.

Termination of your MySaskHealthRecord access includes removal of eHealth applications and all related health registration information and files associated with or inside your Saskatchewan.ca account or user profile. Termination of your MySaskHealthRecord account will require you to re-register for the MySaskHealthRecord, if access is required again.

8. Right to Change Your Personal Health information

The information available in the MySaskHealthRecord is personal health information as defined in *The Health Information Protection Act* (HIPA). You have the right to access and amend your information as set out in HIPA. For more information on access and amendment, please see the MySaskHealthRecord Privacy Statement.

9. Relationship with TELUS Health

The MySaskHealthRecord is being provided by eHealth with the support of TELUS Health Solutions Inc. (TELUS Health) and its partner Get Real Health. These Terms and Conditions are between you and eHealth only, and not with TELUS Health or Get Real Health.

TELUS Health is not responsible for the MySaskHealthRecord and the content thereof. TELUS Health, is not responsible for addressing any claims, including third party claims, relating to the MySaskHealthRecord or your possession and/or use of the MySaskHealthRecord, including, but not limited to product liability claims or medical liability claims.

For more information on the relationship between eHealth and TELUS Health with respect to the MySaskHealthRecord, please see the MySaskHealthRecord Privacy Statement.

10. Intellectual Property Rights

Except as otherwise provided herein, nothing in these Terms and Conditions vest or transfer any intellectual property rights including text, images and source code, and trade-mark rights in material used as trade-marks, including text, logos and icons, in or to you and any use, alteration, or replication is a violation of these Terms and Conditions and applicable Canadian and international intellectual property laws.

TELUS Health and its partners shall retain exclusive ownership of all intellectual property rights in and to the MySaskHealthRecord, and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed in conjunction with eHealth, and whether or not developed by TELUS Health or any contractor, subcontractor or agent for TELUS Health.

You agree to not take any action to jeopardize, limit or interfere with eHealth's or TELUS Health's intellectual property rights, including making copies of copyright protected material and using or challenging eHealth's trade-marks.

Certain materials or information available to you through the MySaskHealthRecord or through links to third party websites may be subject to third party intellectual property rights. All such intellectual property rights are and shall remain the property of their respective owners or creators (as the case may be). You acknowledge and agree that eHealth and TELUS Health is not responsible for the accuracy, completeness or content provided by or on behalf of third parties.

MySaskHealthRecord and www.ehealthsask.ca are the trademarks and service marks of eHealth. All other trademarks, service marks and logos used in this site are the trademarks, service marks, or logos of their respective owners. Nothing on eHealth's website should be construed as granting any license or right to use any trademark, service mark, or logo displayed on the website without the express written permission of eHealth or the third party that may own the trademark, service mark, or logo.

11. Links to Other Sites

Links from or to internet sites outside the MySaskHealthRecord are meant for convenience only and your access to them is at your own risk. The publishers of the outside sites manage their content, which is not reviewed or approved by eHealth. These links are not endorsements, guarantees or recommendations by eHealth of the products or services offered on those sites. eHealth cannot guarantee that these links are functional or secure and cannot be held responsible for damages or prejudice of any nature resulting from the use or the content of the other sites connected to the MySaskHealthRecord through links.

12. Privacy and Confidentiality

By agreeing to these Terms and Conditions, you are also agreeing to the MySaskHealthRecord Privacy Statement. The Privacy Statement should be reviewed prior to accessing and using MySaskHealthRecord.

13. Representations and Warranties

eHealth makes no representations, warranties or covenants to any person or entity with respect to MySaskHealthRecord. eHealth does not give any warranties, guarantees, representations or conditions, whether express, implied, statutory or otherwise (including, without limitation, any warranty as to the accuracy, completeness, currency, or suitability of the information delivered as part of the MySaskHealthRecord, third party information, materials or website content, fitness for a particular purpose, compliance with any description, or non-infringement of third party rights) with respect to the MySaskHealthRecord and all such warranties are hereby disclaimed to the maximum extent permitted by applicable law.

You agree that the international conventions concerning the sale of goods (specifically *The International Sale Of Goods Act* (Saskatchewan)) shall not apply to these Terms and Conditions or the provision of any products and services by eHealth.

eHealth does not guarantee that MySaskHealthRecord will be provided or available without interruption or error free. MySaskHealthRecord is delivered through third-party network services providers and you understand that there may be service disruptions or outages.

14. Limitation of Liability and Indemnity

To the maximum extent permitted by applicable law, eHealth and Government of Saskatchewan, their agents, assigns, employees, contractors, consultants, and service providers, including TELUS

Health, and their respective successors and assigns shall not be liable to you or any third party for any direct (except as otherwise set out below), indirect, special, incidental, punitive, or consequential damages whatsoever incurred through the use of MySaskHealthRecord. eHealth and Government of Saskatchewan is not responsible for any use of MySaskHealthRecord by you or any third party, loss of profit, loss of revenue, loss of reputation, or for any business interruption arising out of or in any way related to these Terms and Conditions, your use of, or inability to use, MySaskHealthRecord. eHealth and Government of Saskatchewan is not responsible for any information, website content or materials made available by or on behalf of third parties whether referenced in the MySaskHealthRecord or otherwise accessible over the internet.

The aggregate liability of eHealth and Government of Saskatchewan in connection with these Terms and Conditions, your use of the MySaskHealthRecord or any other circumstance giving rise to liability shall be limited to direct damages arising out of the bad faith, willful misconduct or gross negligence of eHealth and Government of Saskatchewan.

You agree to defend, indemnify, and hold harmless eHealth and Government of Saskatchewan, its agents, assigns, employees, contractors, consultants, and service providers and their respective successors and assigns, from and against any and all claims, demands, actions, proceedings, liabilities, judgments, penalties whether civil or criminal, taxes, and all costs, liabilities and expenses (including, without limitation, reasonable legal fees on a solicitor client basis) arising out of or relating to your use of MySaskHealthRecord, or that may be incurred by eHealth and Government of Saskatchewan arising out of, or relating to, your violation of these Terms and Conditions, the misuse or illegal use of MySaskHealthRecord, or any violation by you of applicable law or rights of any third parties (including intellectual property rights), the failure of you to comply with applicable laws and regulations, any errors in any data supplied to eHealth and Government of Saskatchewan, or your gross negligence or willful misconduct.

15. Governing Law

These Terms and Conditions and any transactions contemplated by these Terms and Conditions shall, in all respects, be construed according to, and the rights and liabilities of the parties shall in all respects be governed exclusively by, the laws of the Province of Saskatchewan without reference to the rules of conflicts of law.

16. Escalation and Dispute Resolution Process

It is the intention of eHealth that every effort be made to resolve issues which may arise with respect to the provision of MySaskHealthRecord (a “Dispute”) through the following escalation and dispute resolution process:

- **Level 1:** All Disputes should be sent to the eHealth Privacy Service for review and resolution. If the Dispute is not resolved within thirty (30) days, the Dispute may proceed to Level 2.
- **Level 2:** The Dispute will be referred to the eHealth executive team for review and resolution. If the Dispute is not resolved within thirty (30) days of the Dispute proceeding to Level 2, the Dispute may proceed to Level 3.
- **Level 3:** If the Dispute is still unresolved after the steps set forth above have been taken, then the Dispute shall be determined by final and binding arbitration in Saskatchewan, on a simplified and

expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in Saskatchewan on the date of the notice of arbitration. For greater certainty, you agree to waive any right you may have to commence or participate in any class action against eHealth and Government of Saskatchewan and, where applicable, you also agree to opt out of any class proceedings against eHealth and Government of Saskatchewan.

17. Monitoring

Please note that eHealth employees reserve the right to monitor and review all communications and data available through MySaskHealthRecord for the purposes of managing MySaskHealthRecord, investigating and troubleshooting incidents, and adding functionality. By accessing the MySaskHealthRecord, you are expressly consenting to these activities.

18. Changes to the MySaskHealthRecord Terms and Conditions

eHealth may modify these Terms and Conditions from time to time and you may be asked to accept such modified Terms and Conditions. If you do not agree to any modifications, you should stop your use of MySaskHealthRecord. Your continued use of MySaskHealthRecord now, or following the posting of notice of any changes in these Terms and Conditions, will constitute a binding acceptance by you of these Terms and Conditions, and any subsequent modifications. You can review the most current version of these Terms and Conditions at any time at www.ehealthsask.ca

19. Contact

Should you have any questions concerning these Terms and Conditions, please contact eHealth:

**eHealth Privacy Service
eHealth Saskatchewan
2130 11th Avenue
Regina SK S4P 0J5
Phone: 1-855-eHS-LINK (1-855-347-5465)
Email: privacyandaccess@eHealthsask.ca**