This agreement (“**Agreement**") is the Agreement for the ONE Mail Direct Service, defined below, that eHealth Ontario is providing to you, the regulated health care professional 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 to you by eHealth Ontario upon your signed acceptance of the terms and conditions in this Agreement and written acknowledgement from eHealth Ontario that it received your signed Agreement and is ready to provide these services. eHealth Ontario’s provision and your use of this ONE Mail Direct Service is subject to the terms and conditions of this Agreement including any attached Exhibits and Required Policies.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Client Information** | | | | | |
| Your Full Name  **<insert individual's full name>** | Regulated Health Care Professional Designation | Your College membership Number  **<insert individual's College Number>**  (You agree that you are a member in good standing with your College) | | | |
| Your Work Address *(number and street name)*  **<Insert>** | | | | | Suite No.  **<Insert>** |
| Your Building Name *(for multi-building sites)*  **<Insert>** | | | City/Town  **<Insert>** | Province  **ON** | Postal Code  **<Insert>** |
| Your Contact Phone Number  **<Insert>** | | | Your Email Address  **<Insert>** | | |

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/docs>.

“**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 provided by you in the Client Information section above, where applicable, or such other e-mail address that you may provide to eHealth Ontario from time-to-time in accordance with the notice provisions of this Agreement; provided that, where no e-mail address is provided as set out above, then your Authorized E-mail Address is the Professional’s Account address assigned to you by eHealth Ontario.

“**Client Content**” means all information, data, code or other materials that you upload, store, transmit, receive or process in connection with the ONE Mail Direct Service.

“**College**” means the College of a health profession or group of health professions established or continued under the *Regulated Health Professions Act*, 1991 that you are a registered member of.

“**Confidential Information**” means any and all information and materials, which:

(a) are designated in writing as confidential at the time of disclosure, or

(b) if disclosed orally or visually, are designated as confidential at the time of disclosure, or

(c) a reasonable person, having regard to the circumstances and the information, would regard as confidential.

“**Deactivate**” means to either Delete or to Disable a Professional’s Account.

“**Delete**” means, in relation to your Professional’s Account, to:

(a) remove your ability to login to your Professional’s Account;

(b) remove your contact information from the ONE Mail Directory;

(c) remove your ability to send or receive e-mails from or to your Professional’s Account; and

(d) delete your Client Content and the e-mail box associated with your Professional’s Account.

“**Disable**” means, in relation to your Professional’s Account, to:

(a) remove your ability to login to your Professional’s Account;

(b) remove your contact information from the ONE Mail Directory;

(c) remove your ability to send e-mails from your Professional’s Account; and

(d) preserve or archive your Client Content associated with your Professional’s Account, which may only be accessed by you after your written request to eHealth Ontario to obtain access.

“**Health Care Professional**” means a regulated health care professional who is member of a College, with a valid certificate of registration issued by that College.

“**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 you, to allow the authentication of your 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**” means the directory of health care professionals, and other individuals within the Ontario health care sector, associated with ONE Pages. The ONE Mail Directory is further described in Exhibit “A”.

“**ONE Pages**” means a directory service provided by eHealth Ontario for the purpose of facilitating communication between health care professionals, and other individuals within the Ontario health care sector, and is made available to you and other clients who receive ONE Mail services from eHealth Ontario. ONE Pages is further described in Exhibit “A”

“**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 personal information (as defined in FIPPA, the *Freedom of Information and Protection of Privacy Act)* and personal health information (as defined in PHIPA, the *Personal Health Information Protection Act,* *2004)*. Personal Information is a subset of Confidential Information.

“**Professional’s Account**” means the ONE Mail Direct e-mail account provided to you as an individual Health Care Professional by eHealth Ontario. Your Professional’s Account comes with an address book for storing contact information, a calendar for storing appointments, a tool for tracking tasks and an e-mail box. For clarity, this is a personal account for your personal use only.

“**Privacy Breach**” means:

(a) the collection, use or disclosure of Personal Information that is not in compliance with Applicable Laws, including *FIPPA* and *PHIPA* and their regulations, as updated or amended from time to time; and

(b) circumstances where Personal Information is stolen, lost or subject to unauthorized or inappropriate collection, use or disclosure, copying, modification, retention or disposal.

“**Required Policies**” means the documents referenced in this Agreement which you agree to adhere to, including the Acceptable Use Policy, ONE Mail Direct User Guide and ONE Mail Direct for Mobile Devices Guide. Required Policies include any Additional Documents posted by eHealth Ontario in accordance with section 10.1 of this Agreement.

“**Security Breach**” means unwanted or unexpected situations that result in one or more of the following:

(a) any failure to comply with eHealth Ontario security policies, procedures, practices or requirements;

(b) any unauthorized access, use or probing of information resources;

(c) any unauthorized disclosure, destruction, modification or withholding of information;

(d) the contravention of agreements with eHealth Ontario by you; and

(e) an attempted, suspected or actual security compromise.

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

1. **Provision of ONE Mail Direct Service and Plain Language Description**
   1. This Agreement sets out the terms and conditions under which eHealth Ontario will provide you with a Professional’s Account as part of the ONE Mail Direct Service.
   2. You acknowledge that your Professional’s Account is provided solely for your own use and not for use by any other person. You will not permit any other person to use your Professional’s Account.
   3. You agree to use your Professional’s Account 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 .
   4. You may be required to agree to abide by certain eHealth Ontario policies, standards, guides or other requirements (“**Additional Documents**”) related to the ONE Mail Direct Service and your Professional’s Account, in addition to eHealth Ontario’s Required Policies. If you are required to agree to abide by any Additional Documents (for example, a privacy policy, security policy, enrollment requirement, registration requirement), eHealth Ontario will make that Additional Documents available at <http://www.ehealthontario.on.ca/docs> and provide you with notice of the availability of the Additional Documents in accordance with the notice provisions of this Agreement.
   5. Your Professional’s Account is provided to you for your use while you are a Health Care Professional. You may continue to use your Professional’s Account provided that you remain a member in good standing with your College and continue to provide health care services in the province of Ontario, subject to the terms and conditions in this Agreement. You agree to provide notice to eHealth Ontario in the event that you are no longer a member in good standing with your College or if you are no longer providing health care services in the province of Ontario, and that eHealth Ontario may immediately terminate or suspend your access to your Professional’s Account in its sole discretion.
   6. A description of the ONE Mail Direct Service is set out in this section, the ONE Mail Direct User Guide and the ONE Mail Direct for Mobile Devices Guide, copies of which are available at <http://www.ehealthontario.on.ca/docs>. Note that restrictions apply to all users of the ONE Mail Direct Service where activation on a mobile device cannot be initiated without the input of their ONE ID Credential.
   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/docs>.
   8. You will use eHealth Ontario’s default domain name (for example, username@ONE-Mail.on.ca), for your Professional’s Account.
   9. You acknowledge and agree that the ONE Mail Direct Service is for the transmission and temporary storage of e-mails including attachments, and you 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 your Professional’s Account.
   10. You acknowledge that you must have a ONE ID Credential from eHealth Ontario in order to receive the ONE Mail Direct Service. eHealth Ontario may cancel or suspend your ONE ID Credential for any reason. Should your ONE ID Credential be cancelled or suspended, access to your Professional’s Account may be suspended or your access to the ONE Mail Direct Service may be terminated.

2.12.You acknowledge obtaining from eHealth Ontario, at <http://www.ehealthontario.on.ca/docs>, the plain language description of the ONE Mail Direct Service and the safeguards implemented by eHealth Ontario to protect against unauthorized use and disclosure of and to protect the integrity of Personal Information. 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/docs> and you are 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 you by this Agreement.

1. **Client Content**
   1. You acknowledge 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 you are responsible for your Client Content.
   2. eHealth Ontario will not be liable for access to or disclosure of any Client Content or other information associated with your Professional’s Account if such access or disclosure is required by any Applicable Laws, provided that eHealth Ontario, to the extent permitted by Applicable Laws, notifies you of any such requirement as soon as it is legally permitted to do so, so that you may seek a protective order or other relief. You are responsible for notifying any affected third parties.
   3. You acknowledge that, to the extent permitted by Applicable Laws, eHealth Ontario may access any Client Content associated with your Professional’s Account in order to provide or administer the ONE Mail Direct Service. For example, eHealth Ontario may need to access your e-mail box when responding to a request for support.
   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. You acknowledge that such actions are reasonable even if they occasionally result in you not receiving e-mails addressed to your Professional’s Account.
2. **Administration**
   1. You may terminate this Agreement on written notice to eHealth Ontario in accordance with section 6.2 below, and by giving such notice you authorize eHealth Ontario to delete any information associated with your Professional’s Account (including any e-mails, task lists, appointments or contacts). You are solely responsible for ensuring that copies of any information associated with your Professional’s Account are made prior to notifying eHealth Ontario to terminate this Agreement, including any information contained in the contents of the applicable e-mail box, task list, calendar and contacts associated with your Professional’s Account, as eHealth Ontario is not responsible for the loss of any such information after it has been notified by you to terminate this Agreement.
   2. If your Professional’s Account is terminated for any reason other than as set out in section 4.1 above or 6.2 below, eHealth Ontario will provide you with access to the e-mail box, task list, calendar and contacts associated with your Professional’s Account; provided that, you submit a written request to the eHealth Ontario Service Desk within 30 days of such termination.
   3. If your Professional’s Account is terminated for any reason, eHealth Ontario will remove any listing related to your Professional’s Account from the ONE Mail Directory.
   4. While a Professional’s Account is provided without charge, you are solely responsible for any other costs related to engaging, receiving and using your Professional’s Account and the ONE Mail Direct Service, including acquiring, installing and maintaining any equipment, software and telecommunications facilities required to receive the ONE Mail Direct Service.
3. **Notice**

5.1 Each party has designated a contact for notice for matters (“**Authorized Representative**”) related to this Agreement. You are your own Authorized Representative, and your contact information is set out above under 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 eHealth Ontario may change its Authorized Representative contact information by giving written notice to you.

5.4 If eHealth Ontario provides notice to your Authorized E-Mail Address it may also include a copy to your Professional’s Account.

1. **Term and Termination**

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

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 you, eHealth Ontario may immediately terminate this Agreement in the event of a breach of this Agreement by you.

6.4 eHealth Ontario will be permitted to immediately suspend the provision of the ONE Mail Direct Service, and your access to your Professional’s Account, 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 and your access to your Professional’s Account without liability, cost or penalty, and without prejudice to any other rights or remedies of eHealth Ontario under this Agreement or under Applicable Laws, if the Agreement 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 termination of this Agreement for any reason, those provisions of this Agreement that by their nature are meant to survive termination will survive, including sections 1, 5, 6, 8, 9 and 10.

1. **Security and Monitoring**

7.1 You are solely responsible for determining whether any materials you wish 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 you determine that any additional safeguard is required when transmitting such materials, you are solely responsible for implementing 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 or any Professional’s Account, but eHealth Ontario may monitor these when required by law or upon a reasonable belief that you are breaching or have breached this Agreement.

7.4 In the provision of the ONE Mail Direct Service 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 and your access to your Professional’s Account, to protect the eHealth Ontario technology infrastructure and eHealth Ontario’s clients from actual or potential threats or security concerns.

1. **Limitations of Liability and Insurance**
   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 you 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.
   2. eHealth Ontario does not warrant or represent that:

(a) the operation of the ONE Mail Direct Service, including access to your Professional’s Account, 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 Agreement, eHealth Ontario makes no warranties, representations, conditions, promises or indemnities of any kind, express or implied, statutory or 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 or your Professional’s Account by you or any other persons.

8.3 You will maintain, for the duration of this Agreement and at your sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as yourself. eHealth Ontario will maintain, for the duration of this Agreement and at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as eHealth Ontario. Such insurance will be with insurance carriers licensed to conduct business in the Province of Ontario and reasonably acceptable to the Government of Ontario’s Risk Management and Insurance Services Unit. Neither the minimum amounts of insurance coverage referred to in this Agreement, nor any approval or waiver of any such insurance coverage by either party, will be construed to limit or qualify in any manner the liabilities and obligations imposed on each party pursuant to this Agreement.

1. **Confidential Information, Privacy and Personal Information** 
   1. Unless it is also Personal Information, the Confidential Information of a party does not include information which:

(a) is or at any time becomes part of the public domain other than by a breach of this Agreement by a receiving party;

(b) 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;

(c) is independently developed by the receiving party without access to the disclosing party’s Confidential Information; and

(d) is disclosed without any restrictions to another party by a third party who had a right to make such disclosure.

* 1. With respect to a disclosing party’s Confidential Information, the receiving party will:

(a) 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;

(b) 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

(c) notify the disclosing party as soon as possible upon becoming aware of any unauthorized access to, use, or disclosure of that Confidential Information.

* 1. 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.
  2. 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 Applicable Laws for so long as it is required to do so.

* 1. Should you experience a Privacy Breach or Security Breach with respect to the ONE Mail Direct Service, including your Professional’s Account or ONE Mail Directory you must immediately notify eHealth Ontario Service Desk at 1-866-250-1554, and provide all information that you are reasonably able to provide with respect to that Privacy Breach or Security Breach. In addition, you 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 your ONE Mail Direct Service or ONE Mail Directory listing, it will immediately notify you in accordance with the notice provisions of this Agreement.
  2. Your name, work address and the services (e.g. the ONE Mail Direct Service) you receive from eHealth Ontario are not considered Confidential Information and you agree that eHealth Ontario may list this information on one or more public websites, and in other publicly available paper or electronic publications.
  3. In connection with eHealth Ontario’s provision to you of the ONE Mail Direct Service and your Professional’s Account described in this Agreement, including the provision of the ONE ID Credential or linking an existing ONE ID Credential to your Professional’s Account, eHealth Ontario may collect, or if already in eHealth Ontario’s possession eHealth Ontario may use, the following information about you (“**Registration Information**”):

(a) eHealth Ontario may request that you provide information about yourself to eHealth Ontario in order to provide you with and maintain the ONE Mail Direct Service, your Professional’s Account, the ONE ID Credential, and to contact you regarding these services (for example, eHealth Ontario may request an up-to-date e-mail address, work address, phone number, date of birth, your College membership number and/or College status – e.g. suspended, revoked, active, restricted); and

(b) eHealth Ontario may collect information about you from publicly available sources, 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, your Professional’s Account or ONE ID Credential. You authorize eHealth Ontario to indirectly collect such information for the purposes stated in this subsection 9.7.

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

* 1. In addition to the purposes set out in section 9.7 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 Sponsored Services requested by you or an organization sponsoring you (for example, an employer). 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) 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.
  2. 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, as defined in *FIPPA*, 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 ONE Mail Direct Service to its clients. If you have any questions about eHealth Ontario’s collection of your personal information 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.
  3. You acknowledge that it is your 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.

1. **General Provisions**
   1. eHealth Ontario may amend this Agreement, the Exhibit(s) attached hereto, and/or the Required Policies from time to time, in its sole discretion. eHealth Ontario will give notice of any amendments by providing notice in accordance with section 5 and by posting the amended Agreement and/or Exhibit(s) and the amended Required Policies on its website at <http://www.ehealthontario.on.ca/docs>. You are responsible for reviewing and retaining a copy of any amended Agreement, Exhibit(s) or Required Policies, as applicable, and your 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 amendment is unacceptable to you, you may terminate this Agreement upon 30 days written notice to eHealth Ontario.
   2. This Agreement, including any Exhibit(s) attached hereto and Required Policies, 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.
   3. eHealth Ontario may assign this Agreement to any party. You may not assign this Agreement, either in whole or in part.
   4. In respect of the ONE Mail Direct Service and this Agreement, each party agrees to comply with Applicable Laws, including without limitation *PHIPA* and *FIPPA*, to which it is subject.
   5. This Agreement will be governed by the laws in effect in the Province of Ontario and the parties consent to the jurisdiction of the courts of Ontario.
   6. Headings are inserted for convenience of reference only and will not affect the construction or interpretation of the Agreement. Where the word “including” is used in the Agreement, it means “including but not limited to”. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
   7. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that such party gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If eHealth Ontario is unable to provide the ONE Mail Direct Service for a period of 30 consecutive days as a result of a continuing force majeure event, either party may terminate this Agreement upon written notice to the other party without any further liability or obligation of either party hereunder.
   8. Each party will provide the other party with such information as the other party may reasonably require to perform its responsibilities and exercise its rights under this Agreement. Both parties agree to promptly perform, make, execute, deliver, or cause to be performed, made, executed, or delivered all such further acts and documents as the other party may reasonably require for the purpose of giving effect to this Agreement.
   9. The following exhibits are attached to and form part of this Agreement (the “**Exhibits**”):

|  |  |
| --- | --- |
| **Exhibit** | **Subject Matter** |
| A | ONE Mail Direct Service Description for Individual Professional’s Accounts |

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

|  |  |
| --- | --- |
|  | **AGREED:** |
|  | **<INSERT FULL LEGAL NAME OF CLIENT>** | |
|  | Signature  *I am a member in good standing with my College* | |
|  | Printed Name  **<Insert>** | |
|  | College Membership Number  **<Insert>** | |

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, with respect to your Professional’s Account, that you have provided written notice to eHealth Ontario at [onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca) in accordance with the terms of the Agreement requesting that your Professional’s Account be exempted from Dormant Account status due to a leave of absence or other temporary absence by you and eHealth Ontario has confirmed your Professional’s Account will be flagged to remain active.

“**Inactive Account**” means, in relation to your Professional’s Account, that you have not logged in in for a period of time greater than or equal to 13 months from the last login date, and that your Professional’s Account is not a Flagged Account.

“**Non-Activated Account**” means a Professional’s Account that you have never activated via login within 6 months of its creation and that is not a Flagged Account.

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

1. **The ONE Mail Direct Service**

2.1 eHealth Ontario will provide you with a Professional’s 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. For clarity, the creation of your Professional’s Account under this Agreement is a new account notwithstanding that your Professional’s Account may include Client Content from another type of ONE Mail account.

2.2 The account type provided to you under this Agreement is a Professional’s Account for which you must use the eHealth Ontario default domain name @ONE-Mail.on.ca.

2.3 eHealth Ontario may place limits on the size of any message or the number of e-mail addresses to which an e-mail message may be sent using your Professional’s Account.

2.4 The maximum size of your Professional’s Account is 3 GB unless eHealth Ontario agrees otherwise in writing. You acknowledge that an e-mail box will not be able to receive any e-mail messages if that e-mail box is full.

2.5 The ONE Mail Direct Service does not give you the ability to auto forward e-mail messages.

2.6 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.

1. **Accessing a ONE Mail Account**

3.1 You acknowledge that eHealth Ontario may introduce new means for accessing your Professional’s Account from time to time and that eHealth Ontario may discontinue or prohibit certain methods for accessing your Professional’s Account from time to time.

3.2 Your choice of how to access your 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 Professional’s 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](http://en.wikipedia.org/wiki/Smartphone) or other [mobile device](http://en.wikipedia.org/wiki/Mobile_computing), and allowing for mobile device management and policy controls). By clicking “Activate” during ONE Mail Direct Service 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/docs, including, without limitation, the policies below:

(a) Password required: If not already in place, you are 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 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 Device Administrator.

(d) Wipe device: In an effort to ensure that unauthorized access to data on all mobile devices is prevented, you 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 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 Device Administrator.

(g) Screen Lock: eHealth Ontario may control how and when the screen locks, and eHealth Ontario may also monitor the number of incorrect passwords typed when unlocking the screen. These requirements are enforced by eHealth Ontario as Device Administrator.

Should you decline to accept and implement the above-listed policies, you will be not permitted to use the One Mail Direct Service via ActiveSync with a 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 directors, officers, employees, agents, consultants and subcontractors 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 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/docs.

**4. ONE Mail Directory**

4.1 eHealth Ontario will provide access to ONE Pages, including the 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 about you will be listed in the ONE Mail Directory:

First name;

Last name;

Category – Regulated Health Care Professional designation; and

Your Professional’s Account e-mail address

You acknowledge 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 You agree 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 You represent, warrant and covenant that any information provided by you to eHealth Ontario is accurate and complete, and you are responsible for informing eHealth Ontario should there be any change to such information and for providing updated information. Should you discover that the information in the ONE Mail Directory relating to you is incorrect, you will provide notice to eHealth Ontario and provide corrected information.

4.6 eHealth Ontario recognises that in certain exceptional circumstances you 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, your Professional’s Account, where your Professional’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 your Authorized Representative, in accordance with the notice provisions of the Agreement. The Dormant Account Notice for a Non-Activated Professional’s Account will state that your Professional’s Account has been identified as a Dormant Account and that your Professional’s Account will be Deleted unless a Reactivation Notice is received from you 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 you 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 your Authorized Representative, in accordance with the notice provisions of the Agreement, advising that your Professional’s Account has been identified as a Dormant Account and will be Disabled, unless a Reactivation Notice is received from you within ninety calendar days of the date the Dormant Account Notice was sent to you (“**Ninety-Day Expiry Period**”). Where eHealth Ontario sends such a Dormant Account Notice for an Inactive Account and a Reactivation Notice is not received from you 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 any Flagged Account in any Dormant Account Notices sent to you.

5.2 A “**Reactivation Notice**” for Dormant Accounts means either of the following:

1. Where, in response to a Dormant Account Notice, you notify eHealth Ontario in writing (at [onemailinfo@ehealthontario.on.ca](mailto:onemailinfo@ehealthontario.on.ca)) that your Professional’s Account should be marked as a Flagged Account for the period of time specified in such Reactivation Notice, which may not be greater than one calendar year from the date such Reactivation Notice is received by eHealth Ontario; or
2. Where, in response to a Dormant Account Notice, you log on to your Professional’s Account within the Thirty-Day Expiry Period for Non-Activated Accounts or within the Ninety-Day Expiry Period for Inactive Accounts.

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

**6. Calendar Sharing**

6.1 The ONE Mail Direct Service enables calendar sharing with other users who have ONE Mail Direct accounts. For details on ONE Mail Direct calendar sharing, please see the Web Browsers Guide and Desktop Software Guide under the ONE Mail Direct section at <http://www.ehealthontario.on.ca/docs>.

6.2 By default, ONE Mail Direct users, including you, have limited access to all other ONE Mail Direct users’ calendars. Each ONE Mail Direct user can, by default, see when other users are free or busy (a user’s free/busy times are shown when another ONE Mail Direct user attempts to schedule the user for a meeting). By default, detailed calendar information such as meeting title and location remain hidden. You acknowledge that the default setting for your Professional’s Account is calendar sharing (i.e. free/busy information), as described in this section.

6.2 You may share access to your calendar with any one in your global address book who is a ONE Mail Direct user.

6.4 You may receive invitations from other ONE Mail Direct users to view their calendars, which you are free to accept at your discretion.

6.5 You may receive requests from other ONE Mail Direct users to share your calendar with them, which you are free to accept at your discretion.

6.6 After account activation, you may establish or revise the following permissions in relation to sharing your calendar:

1. free/busy time;
2. free/busy time, including subject and location; and
3. all information in calendar.