



## TERMS OF SERVICE

*Effective November 27, 2019*

### INTRODUCTION

We provide patients and health service providers with a platform to manage appointments, personal health records, communications, and other related activities (the “Services”). The Services are provided by Healthism Systems Inc., dba InputHealth Systems (“InputHealth”), with an office located at #1400-207 West Hastings Street, Vancouver, BC, Canada V6B 1H7. By signing-up or using our Services, you are agreeing to be bound by the following terms and conditions (our “Terms of Service”).

We reserve the right to update and change the Terms of Service by posting updates and changes to our website. Together with our Privacy Policy, these Terms of Service establish the basis of our relationships with health service providers and patients. Please check occasionally for updates that may impact you.

We are charting a new course for healthcare. This means building innovative, privacy-centric applications that support the efficient delivery of clinical services. We pride ourselves in our transparency when it comes to how we make money and how your data is protected. To further these goals, we have presented these legal terms with short non-binding summaries. If you have any questions, please ask.

Thank you for using InputHealth. Together, we are shaping the delivery of modern healthcare.

## 1. Definitions

## MEANING

1.1. “*Account Administrator*” means the Paid Users who have administrative control of a Clinic’s account. Each Clinic has at least one Account Administrator.

What we talk about when we talk about \_\_\_\_\_.

1.2. “*Clinic*” means the health care organization that has subscribed to our Services.

1.3. “*Designated Proxy*” means the legal guardian of a Clinic patient or any court-appointed representative.

1.4. “*Paid Users*” means a Clinic’s paid user accounts for healthcare professionals delivering clinical services.

1.5. “*Patient User(s)*” means all Users who are Clinic patients as well as any Designated Proxy of these patients.

1.6. “*Personal Information*” means all information about an identifiable individual, including demographic information, contact information, health-related information, and treatment-related information.

1.7. “*Users*” means all users who access our Services, whether or not they have registered for an account.

1.8. “*Staff Users*” means a Clinic’s unpaid user accounts for non-clinical users.

1.9. “*Subscription Fees*” means the subscription fees payable by a Clinic for access to our Services.

## 2. Acceptance & Clinic Authorization

### MEANING

2.1. By signing-up or using our Services, you are agreeing to be bound by these Terms of Service.

You accept these Terms of Service by using our Services.

2.2. You must be at least 18 years old or at least the age of majority in the jurisdiction where you reside or from which you use our Services. A Designated Proxy may access our Services on behalf of patients under the age of majority.

2.3. If you are using our Services on behalf of a Clinic, the Clinic accepts these Terms of Service.

2.4. Administrative User accounts associated with a Clinic have ultimate administrative control over all Users within the Clinic. We consider the Clinic to be responsible for the actions of all Users within the Clinic.

2.5. Each Clinic will be governed by internal policies and practices that will be based on the Clinic's operations, jurisdiction and regulatory obligations. We do not review such policies nor do we monitor compliance with each Clinic's obligations. Questions about Clinic policies and compliance with these policies should be directed to staff at the Clinic.

### 3. Use of Our Services

#### MEANING

- 3.1. A Clinic's payment of Subscription Fees grants the Clinic's Users access to the purchased Services until terminated pursuant to these Terms of Service.
- 3.2. You are responsible for all activity within your account. Do not allow anyone else to use your account.
- 3.3. You may create or upload Personal Information while using our Services. Each Clinic is solely responsible for the content of, and for any harm resulting from, any Personal Information that is posted, uploaded, linked to, or otherwise made available via our Services.
- 3.4. Please do not misuse our Services. This includes interfering with our Services or trying to access them using methods or applications other than those supported by our documentation.
- 3.5. Please input accurate information through our Services and avoid making duplicate submissions. High quality healthcare relies on accurate data.
- 3.6. You may only use our Services pursuant to the law, including applicable intellectual property,
- Please follow the rules and don't break anything.

privacy, and healthcare laws. You are responsible for knowing the applicable laws in your jurisdiction.

#### 4. Privacy and Confidentiality

4.1. We do not require or compel Patient Users to use our Services, nor do we specify the information that is requested or shared with such Users. Patient User access is made available by individual Clinic's pursuant to each provider's clinical, regulatory, and business requirements.

4.2. You acknowledge and agree that your use of our Services is governed by our Privacy Policy.

4.3. Access and retention of health records is governed by individual Clinic policies as well as by privacy and health record laws where each Clinic operates.

4.4. Our employees may only access a Clinic's data, including Personal Information, with approval from an Administrative User.

#### MEANING

We do not sell your health information. We make money by charging clinical users subscription fees.

## 5. Payment & Subscription Fees

### MEANING

5.1. Each Clinic agrees to pay Subscription Fees for all Paid Users, including applicable taxes, incurred in connection with the Clinic's use of our Services.

Clinics purchase our Services on a subscription-basis.

5.2. The payment of Subscription Fees gives all of the Clinic's Users a non-exclusive license to access our Services for the period covered by the Subscription Fees.

5.3. Subscription Fees are based on pricing and payment terms that are available upon request from [info@inputhealth.com](mailto:info@inputhealth.com).

5.4. All pricing is listed in United States Dollars (USD), unless otherwise stated.

5.5. Prices for using our Services are subject to change upon us giving Account Administrator 30 days' written notice by email.

5.6. When a Clinic upgrades our Services or adds Users to an account, we will immediately bill you at the new rate. Where this occurs mid payment period, your charges will be pro-rated. You may remove users or downgrade accounts at any time. If you downgrade an account, you may lose access to certain features. Inaccessible data will be retained pursuant to the data retention provisions of our Privacy Policy.

5.7. For monthly or yearly payment plans, Subscriptions Fees are billed in advance on a monthly or yearly basis and are not refundable. There will be no refunds or credits for partial

months of service or for unused Paid Users. It is your responsibility to close inactive accounts.

5.8. By agreeing to these Terms of service, you are giving us permission to charge your Clinic's Subscription Fees to the approved method of payment.

## 6. Intellectual Property

6.1. Using our Services does not give you ownership of any intellectual property rights in our Services or to the content that you access.

6.2. Health records and all information contributed through our Services are owned by each respective Clinic. We do not claim any intellectual property rights over the records you provide through our Services. All records you upload remains yours. Subject to our data retention commitments in our Privacy Policy, you can remove your records at any time by deleting your Clinic's account.

### MEANING

Clinics own health records.

We own the InputHealth platform.

## 7. Security, Back-up, and Data Export

### MEANING

7.1. One User account per person. Do not share your credentials. If you are a temporary employee of a Clinic, please ask the Clinic to create a new account just for you.

We take security extremely seriously. Do not misuse your account and let us know immediately if you think something is wrong.

7.2. You must be a human to use our Services. Absolutely no bots allowed, including any automated bulk activity or unauthorized data scraping and export.

7.3. Please do not attempt to disrupt our servers in ways that could harm our website or access to our Services. We reserve the right to suspend your account or throttle bandwidth if a User's use of network or computing resources is disrupting use of the Services. You agree not to engage in activity that harms other users of our Services.

7.4. If you have reason to believe that a security incident has occurred relating to our Services, including unauthorized use of, or access to, our Services through your account, you will promptly send an email to [security@inputhealth.com](mailto:security@inputhealth.com) and provide a complete description of the details known about the security Incident.

7.5. Except as required by law, you will not make (or permit any third party under your control to make) any statement concerning a security Incident that references InputHealth or our Services unless we provide explicit written authorization.

7.6. Automated backups are included with each Clinic's Subscription Fees. Our Services include daily incremental backups as well as weekly full backups of all Clinic data.

7.7. We provide data export functionality within our Services. A Clinic's data may be exported by Account Administrators in a secure, non-proprietary format. Please review our Support documentation in advance to determine whether our export options meet your data migration needs.

## 8. Health Record Compliance

8.1. Personal Information, and health information specifically, is regulated differently in each jurisdiction. Our business is located in Canada and we are subject to the privacy laws here.

8.2. We also work with Users and Clinics to comply with privacy and health record requirements in the places in which they operate. You agree to comply with all applicable laws, rules, and regulations where you are located.

8.3. While we can provide additional technical information about our Services to help you assess compliance obligations in your jurisdiction, you are ultimately responsible for meeting and maintaining compliance with those obligations.

## MEANING

We work with regulated health professionals. Special rules apply to health information and we work with Clinics to help professionals comply with those rules.

## 9. Communication

### MEANING

9.1. You acknowledge that we will use the email address you provide as the primary method for communication. Please ensure that you periodically review your junk/spam folder to ensure that no important messages are being lost.

We send emails to keep in touch. If you don't want to receive our emails, tell us.

9.2. In connection with your use of our Services, we may send you service announcements, administrative messages, and other information. You have opted-in to receive these communications. You may opt out at any time to receiving our communications by changing your communication preferences in the footer of each communication.

9.3. We may not be able to provide you with some Services if you have opted-out of our communications.

## 10. Account Cancellation, Suspension & Termination

### MEANING

10.1. We may suspend or terminate our Services to you as well as all Users associated with your Clinic if you do not comply with these Terms of Service, our Privacy Policy, or if we are investigating suspected misconduct.

You can close your account at any time. We can close your account if you don't pay or if you misuse our Services.

10.2. We reserve the right to modify or terminate our Services for any reason, without notice at any time.

10.3. You may cancel your use of our Services at any time by emailing [accounts@inputhealth.com](mailto:accounts@inputhealth.com) and then following the specific instructions provided.

10.4. We may suspend or terminate your account for non-payment of Subscription Fees.

10.5. Upon termination of your account by either party, we will cease providing you with access to our Services and you will not be entitled to any refunds.

10.6. In the event of account suspension or termination, data will be retained in accordance with the data retention commitments set out in our Privacy Policy.

## **11. Maintenance, Support, and Professional Services Rate**

### **MEANING**

11.1. If you are a Paid User or Staff User and have questions about how our Services work, please see our support section, including technical support contact information.

We are happy to help.

11.2. If you are a Patient User, please direct your inquiries to your treating Clinic.

11.3. Technical support and training are included in your Subscription Fees. In certain circumstances, we reserve the right to charge a professional services rate of \$175/hour for assistance relating to regulatory compliance or legal disputes. In such circumstances, we will notify you of the expected costs in advance and obtain your written approval before proceeding.

## 12. Liability for our Services

12.1. You expressly understand and agree that InputHealth shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use our Services.

12.2. Clinics may opt-in to integrate our Services with third-party applications. For example, a Clinic may connect our Services to a payment processing provider through the use of an application programming interface (“API”). Such third-party applications are independent of our Services and subject to their own Terms of Service and Privacy Policies. While we can troubleshoot integration itself, we are not responsible for data transferred outside the Services.

12.3. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference (including our Privacy Policy), or your violation of any law or the rights of a third party.

12.4. Your use of our Services is at your sole risk. Our Services are provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.

## MEANING

Our Services do not come with a warranty. If you cause us to get sued, you will cover our shield us from liability.

### 13. General

### MEANING

13.1. Questions about these Terms of Service should be sent to [info@inputhealth.com](mailto:info@inputhealth.com).

Everything that we couldn't fit anywhere else.

13.2. If you need to contact us by mail, you can reach us at:

InputHealth Systems Inc.  
#1400-207 West Hastings Street  
Vancouver, BC, Canada V6B 1H7

13.3. If any part of these Terms of Service is held invalid or unenforceable, that portion of the Terms of Service will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect.

13.4. Any failure on our part to enforce any provision of these Terms of Service will not be considered a waiver of our right to enforce such provision.

13.5. We reserve the right to provide our Services to your competitors and make no promise of exclusivity in any particular market segment or geographic region.

13.6. Our rights under these Terms of Service will survive any termination of our Services.

13.7. Except to the extent applicable law provides otherwise, this Agreement between you and InputHealth and any access to or use of our Services are governed by the federal laws Canada and the laws of the Province of British Columbia, without regard to conflict of law provisions. You agree to

submit to the exclusive jurisdiction and venue of the courts located in Vancouver, British Columbia.

**14. Again, with Emphasis**

**MEANING**

14.1. We take security very seriously.

Repetition for emphasis.

14.2. We do not sell Personal Information to third parties.

14.3. We are focused on helping users and Clinics achieve better healthcare outcomes.