

Terms of Use

Before using this Website or App, you must register an Account with us and agree to our Terms of Use – please read them carefully and print a copy for your records. These Terms of Use constitute a legally binding agreement between you and TELUS Health.

See the glossary of defined terms at the end of the Terms of Use.

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TELUS HEALTH TERMS OF USE

Section 1. WHO WE ARE

The Website and App that are governed by these **Terms of Use** are the ultimate property of TELUS Health (Canada) Ltd., a corporation organized under the laws of Ontario, Canada. TELUS Health (Canada) Ltd. owns and operates its business through its subsidiaries in various countries including without limitation Canada, the United States, the United Kingdom and Australia. For purposes of these Terms of Use, unless otherwise provided in these Terms of Use, the Website and App are deemed to be owned and operated by TELUS Health (Canada) Ltd., an Ontario corporation (referred to as “**TELUS Health**”, “**we**”, “**us**” or “**our**” in these Terms of Use). Our primary business address is 25 York Street, 29th Floor, Toronto, Ontario M5J 2V5, Canada. If you are accessing our Website or App from outside of Canada please refer to [Appendix 3](#) of these Terms of Use for more information about additional terms and conditions that may be applicable to you.

Section 2. TERMS OF USE

2.1 These Terms of Use set out the basis on which we provide our Services via our Website and App to the following types of Users:

- Individual Users who receive access to our products and services through their Sponsoring Organizations (“**Sponsored Users**”). Sponsored Users include, but are not limited to (a) employees who receive access to the Services through their employers or insurers, (b) plan sponsor

- beneficiaries who receive access to the Services through their plan sponsor, (c) labour union, trade organization or trade association members who receive access to the Services through their membership in such labour unions, trade organizations, or trade associations, and (d) students who receive access to the Services through their sponsoring educational institutions (e.g. universities and colleges).
- Spouses, children, household dependents and other related individuals of Sponsored Users (“**Dependent Users**”), provided that such individuals are valid Dependent Users under the SPO Agreement applicable to the relevant Sponsored User.

In these Terms of Use, Sponsored Users and Dependent Users are individually and collectively referred to as “**Users**,” “**you**,” “**your**,” and other similar words where the context requires such generic terms. Other defined terms are listed in [Appendix 1](#) at the end of these Terms of Use. Certain terms we are required to disclose to you from our third-party vendors are set forth in [Appendix 2](#).

2.2 By registering an Account to use our Services via this Website or App you agree to be bound by these Terms of Use. You may use the Website and App (a) only in accordance with these Terms of Use, (b) only for their intended purposes, (c) only in accordance with all applicable laws and regulations, and (d) only in a responsible manner. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE OR APP AND YOU WILL NOT RECEIVE THE SERVICES AVAILABLE THROUGH THE WEBSITE OR APP. IF, AT ANY TIME AFTER AGREEING TO THESE TERMS OF USE, YOU FAIL TO COMPLY WITH THESE TERMS OF USE, WE RESERVE THE RIGHT TO SUSPEND AND/OR TERMINATE OUR SERVICES AND RESTRICT OR CANCEL YOUR ACCOUNT AND YOUR ACCESS TO OUR WEBSITE AND APP WITHOUT NOTICE.**

2.3 We reserve the right to update or amend these Terms of Use from time to time. Updates and amendments to these Terms of Use are effective upon posting by us on the Website or App and your continued use of our Services and the Website or App shall constitute your automatic acceptance of such updates and amendments. For information purposes only, we shall also endeavour to notify you by email whenever we materially update or amend these Terms of Use; however, any failure by us to so notify you shall not change the binding nature of the updated or amended Terms of Use. We may also, in certain circumstances, require you to expressly indicate your acceptance of certain updates or amendments when you log into your Account in which case you will not be able to continue using the Services until you have done so.

Section 3. ADDITIONAL TERMS INCORPORATED BY REFERENCE

The following terms, and any subsequent amendments thereto, also form part of these Terms of Use and are, where relevant, incorporated by reference:

- (a) our Website Terms of Use (a current copy of which is available at www.telushealth.com);
- (b) for Sponsored Users, any terms and conditions that may be applied to you by your Sponsoring Organization (please ask your Sponsoring Organization for details); and
- (c) any amendments, modifications or updates made to the foregoing from time to time.

Section 4. SERVICES, WEBSITE AND APP

4.1 We provide cognitive behavioural therapy services, most of which are deployed in the cloud, and all of which may be accessed through our Website or our App (the “**Services**”). Sponsoring Organizations contract with us for the Services that will be available to their Sponsored Users, and your Account will allow you to access only those Services chosen by your Sponsoring Organization. In general, our Services allow you to (if enabled by your Sponsoring Organization): access a variety of resources and tools to help you (and your dependents if applicable) manage personal issues at work or at home, including the cognitive behavioural therapy services described in these Terms of Use.

Particular provisions relating to these Services, including restrictions and limitations applicable to these Services, are further described in these **Terms of Use**.

4.2 Your access to and use of the Website or App is made available on an ‘as is’ and ‘as available’ basis at your sole risk. We do not warrant to you that your access to and use of the Website or App will be uninterrupted or error-free, to the extent permitted by applicable law.

4.3 We (or your Sponsoring Organization) may change or cease to offer certain features or programs forming part of the Services from time to time and without notice. We do not warrant to you that any particular content will be available as part of the Services either via the Website or the App, to the extent permitted by applicable law.

4.4 We reserve the right to change the design, features and/or functionality of the Website and/or App and we may make available updates or replacement versions of the App for download. You are not obliged to download any updates or replacement versions of the App, but we may cease to provide or update content to prior versions of the App.

4.5 The App may only be downloaded, accessed and used on a device owned or controlled by you or your Sponsoring Organization and running the relevant operating system for which, the App was designed, so it is your obligation to make sure that you have a compatible device that meets all of the necessary technical specifications to enable you to download, access and use the App and its various features.

Section 5. REGISTERING AN ACCOUNT

5.1 In order to use the Services, you must register a valid Account and:

- (a)** you are an individual;
- (b)** you represent and warrant that you have attained at least the age at which you are capable of being legally bound by these Terms of Use under the applicable laws of your country. If you are underage and want to access our Services, your parent or guardian needs to contact TELUS Health to consent to be legally bound by these Terms of Use. If at any time TELUS Health becomes aware that you are underage and the consent of your parent or guardian has not been obtained, we reserve the right, at our sole discretion, to suspend or terminate your Account;
- (c)** to the extent that you are a parent or guardian, and you nominate your child/ward to utilise the Services, you represent and warrant that your child/ward complies with these Terms of Use;
- (d)** you are at least 18 years old if you will be processing a credit card payment;
- (e)** at all times, you are eligible to use our Services pursuant to the terms and conditions in your Sponsoring Organization's SPO Agreement;
- (f)** you agree to comply with these Terms of Use for as long as your Account is open; and
- (g)** you ensure the information in your Account (including in your profile) is accurate and updated regularly with any relevant changes.

5.2 You must sign up directly with us (either via our Website or App) in order to be able to use the Services. When signing up, you must provide:

- (a) your full legal name;
- (b) a valid and subsisting email address;
- (c) any other information reasonably requested by us as part of the sign-up process (such as a unique employee identification number, student identification number or membership identification number, if requested).

5.3 You warrant that all information you provide to us when registering an Account is true and accurate. You must advise us if any of the information that you have provided to us in connection with your Account changes at any time during the term of these Terms of Use.

5.4 We reserve the right in our absolute discretion to refuse to register any prospective User if that prospective User refuses to provide any details requested pursuant to these Terms of Use or we have reason to believe that any details that are provided are deliberately false or otherwise inaccurate.

5.5 In establishing an Account, you must create a Username (which will be your email address) and password which must comply with our security requirements (which may involve a single-sign-on service feature authorized by your Sponsoring Organization). Your Account is personal and non-transferrable, and you must keep your Username and password confidential at all times. You are responsible for any abuse or misuse of your Account and you must immediately report to us any actual or suspected abuse or misuse of your Account. We reserve the right to suspend or terminate your Account at any time, including for security purposes.

5.6 You may have only one Account; registration of secondary Accounts will be grounds for termination of all Accounts connected to you or beneficially controlled by you and we reserve the right to terminate any benefits accumulated by you or for your benefit in connection with any such Accounts without transfer or consolidation before termination.

5.7 Notwithstanding anything to the contrary in these Terms of Use, if you deliberately provide any inaccurate or misleading information to us, or you conduct or facilitate any fraudulent, criminal, abusive or inappropriate activity via our Website or App, we may suspend or terminate your Account without notice. **IN ADDITION, IF YOU CONDUCT OR FACILITATE ANY FRAUDULENT, CRIMINAL, ABUSIVE OR INAPPROPRIATE ACTIVITY VIA OUR WEBSITE OR APP, WE RESERVE THE RIGHT TO DISCLOSE SUCH**

ACTIVITIES TO YOUR SPONSORING ORGANIZATION AND APPROPRIATE AUTHORITIES, INCLUDING YOUR SPECIFIC INVOLVEMENT IN ANY SUCH ACTIVITIES.

5.8 Some SPO Agreements do not allow the creation of Dependent User Accounts. In certain circumstances, our SPO Agreement with your Sponsoring Organization may require Dependent Users to create limited or restricted Accounts. With a limited or restricted Account, the associated Dependent User will be unable to access some features or Services otherwise available to the Sponsoring Organization's Sponsored Users.

Section 6. USERS OUTSIDE THE TERRITORY; EXPATRIATE USERS

6.1 The Services (including the Website and App) are designed and intended for your access and use within the Territory identified in your Sponsoring Organization's SPO Agreement. Therefore, the Services available to Users within the Territory may be unavailable or may not work properly for Users outside of the Territory. Your Sponsoring Organization can identify the Territory for you or you may contact us via the Website and/or App. You acknowledge and agree to the extent permitted by applicable law that:

(a) we give no warranty that any Users located outside the Territory will be capable of accessing or using all or any of the Services or the Website and/or App;

(b) we give no warranty that the Services, Website or App comply with any law or regulation applicable outside the Territory; and

(c) we shall have no liability to you for any loss, damage, cost or expense suffered, incurred or paid by you as a result of any claim that the Services, Website or App do not perform or function in accordance with these Terms of Use in the relevant location outside the Territory or that the Services, Website or App do not comply with any law or regulation applicable outside the Territory and any such failure to perform and/or function shall not constitute a breach of these Terms of Use.

6.2 If you are an expatriate of your Sponsoring Organization or otherwise reside (temporarily or permanently outside of the Territory):

(a) you may obtain more information about the availability of and your access to the Website and/or App by contacting us or your Sponsoring Organization;

(b) your use and access of the Website or App will be deemed by you and us to have been made from within the Territory, subject to any additional provisions applicable to you set forth in [Appendix 3](#) to these Terms of Use; and

(c) except where otherwise prohibited by law or regulations applicable outside of the Territory, we shall use good faith commercially reasonable efforts to make all of the Services available to you depending on availability of those services in the Country you are in.

Section 7. DATA PROTECTION AND PRIVACY

7.1 These Terms of Use, as well as our Website Terms of Use, our Privacy Policy (each of which is available at help.telushealth.com, as the same may be amended from time to time) govern our collection, confidentiality obligations, use, disclosure, retention, and destruction of any Personal Information you submit to TELUS Health via the Website and/or App, including any Personal Information you generated by your use of the Services. Please review and refer to our [Privacy Policy](#) as it contains important information you should know about your data and other Personal Information about you.

7.2 SUBJECT TO APPLICABLE LAW, YOU MAY WITHHOLD YOUR CONSENT TO OUR COLLECTION, USE, PROCESSING, DISCLOSURE, RETENTION AND/OR DESTRUCTION OF YOUR PERSONAL INFORMATION BY CHOOSING TO NOT REGISTER AN ACCOUNT AND THEREFORE NOT ACCESSING ANY OF THE SERVICES. ONCE YOU HAVE GIVEN YOUR CONSENT TO TELUS HEALTH, YOU MAY WITHDRAW YOUR CONSENT IN WHOLE OR IN PART AT ANY TIME BUT ANY WITHDRAWAL OF YOUR CONSENT WILL AFFECT THE SERVICES THAT TELUS HEALTH IS ABLE TO PROVIDE TO YOU, AND MAY LIMIT YOUR ABILITY TO USE FEATURES ON THE WEBSITE AND/OR THE APP. IF YOU WITHDRAW YOUR CONSENT ENTIRELY WE MAY TERMINATE YOUR ACCOUNT IMMEDIATELY.

7.3 EXCEPT WHERE PROHIBITED OR LIMITED BY LAW, BY CREATING AN ACCOUNT AND AGREEING TO THESE TERMS OF USE, YOU RELEASE TELUS HEALTH FROM ANY AND ALL LIABILITY ARISING FROM OUR COLLECTION, USE, DISCLOSURE, PROCESSING, RETENTION AND/OR DESTRUCTION OF YOUR PERSONAL INFORMATION PURSUANT TO THESE TERMS OF USE AND IN OUR PRIVACY POLICY (A CURRENT COPY OF WHICH IS AVAILABLE AT WWW.TELUSHEALTH.COM).

Section 8. TELUS Health CBT

8.1 The information contained on the Website and App is presented to Users for educational purposes. Except to the extent permitted by applicable law,

TELUS Health disclaims any fiduciary duties and makes no warranties as to the accuracy or completeness of the information and assumes no liability for errors or omission in the content. The information on Website and App should not be relied on to suggest an authoritative course of action for an individual with medical, or mental health concerns or to replace a consultation with a qualified expert in the field, such as a physician, health care provider, or therapist. All Users should consult with a physician or other qualified professional before engaging in lifestyle or behavioural changes.

8.2 IF YOU ARE EXPERIENCING A CRISIS SUCH AS A MEDICAL EMERGENCY, OR YOU ARE HAVING THOUGHTS OF SUICIDE OR VIOLENCE, OR THINK YOU MAY PRESENT A DANGER TO YOURSELF OR OTHERS, OR IF YOU ARE IN AN ABUSIVE RELATIONSHIP OR ARE CONCERNED ABOUT DOMESTIC, CHILD OR ELDER ABUSE, PLEASE CONTACT THE APPROPRIATE EMERGENCY SERVICES OR AUTHORITIES PROMPTLY.

Section 9. WHAT USERS ARE NOT ALLOWED TO DO

9.1 Our Services are provided solely for non-commercial and personal use by Users. You may not:

- (a)** allow anyone to access or use your Account, including for your own personal economic gain or personal commercial benefit;
- (b)** republish, redistribute or re-transmit our Website or App for any reason, including for your own personal economic gain or personal commercial benefit;
- (c)** redistribute or resell any Services to any other person or entity for any reason, including for your own personal economic gain or personal commercial benefit;
- (d)** use our Website, App or Services in any manner that defrauds anyone (including without limitation us, any of our affiliates), including by using a method of payment you are not authorized to use such as credit card you are not authorized to use or otherwise not validly issued to you;
- (e)** copy, resell or resupply, reverse engineer, de-compile or create derivative works of any part of our Website or App, or any part of the software that makes up our Website or App regardless of how you obtained access to such software;
- (f)** use our Website, App or Services in any way that may damage our brand reputation or trustworthiness or that of any of our affiliates;

- (g) violate any applicable law or regulation through your use of our Website, App or Services;
- (h) copy or store our Website or App other than for your own non-commercial, personal use (as may occur incidentally in the normal course of use by your browser or mobile device);
- (i) copy or store our Website or App on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from our Website or App;
- (j) remove or change any content of the Website or App or attempt to circumvent any security measure or interfere with the proper working of the Website or App or any servers on which they are hosted; or
- (k) otherwise do anything with our Website, App or Services not expressly permitted by these Terms of Use.

9.2 By creating an Account you agree to personally compensate us fully for any loss, damage or expense suffered or incurred by us as a result of any claim arising from or in relation to your breach of any of the prohibitions set forth in Section 9.1 above or any other any other provision in these Terms of Use.

Section 10. POSTING CONTENT

10.1 By creating an Account or using our Website, App or Services you accept sole responsibility for:

- (a) any and all content posted from your Account (whether by you or others who access your Account, whether or not you are aware of their access) to the Website or App; and
- (b) any and all activity through your Account when using the Website, App or Services;

and you agree to personally compensate us fully for any loss, damage or expense suffered or incurred by us as a result of any claim arising from or in relation to any such content or activity.

10.2 Subject to any applicable law to the contrary, if you choose to upload content via the Website or App then you must:

- (a) keep any postings relevant to the purpose of the forum;

- (b) not submit any content that is unlawful, threatening, abusive, libellous, pornographic, obscene, vulgar, indecent, offensive, or which infringes the intellectual property rights or any other rights of any third party;
- (c) not submit any content that contains any viruses or other code that has contaminating or destructive elements;
- (d) not submit any content containing any form of advertising; and
- (e) not impersonate or misrepresent an affiliation with, any person or entity.

10.3 By creating an Account you acknowledge and agree that:

- (a) we do not monitor or moderate any content posted by you or any other Users;
- (b) we do not monitor your use of the Website, App or Services or such use by any other Users; and
- (c) we shall not be liable to you or any other User for, or in relation to, any such content or use (including any inappropriate, false or misleading content posted by you or other Users of the Website, App or Services).

10.4 Complaints about the content of any posting must be sent to support@telushealth.com and must contain details of the specific posting giving rise to the complaint.

Section 11. EXTERNAL LINKS

11.1 The Website and App may provide links to other websites (including websites of Retailers) as part of the Services we provide to Users, including for educational purposes. Users should exercise discretion when accessing links to other websites through the Website or App.

11.2 TELUS HEALTH MAKES NO REPRESENTATIONS CONCERNING OPERATION OR CONTENT OF THESE EXTERNAL WEBSITES AND IS NOT RESPONSIBLE FOR THE QUALITY OF INFORMATION ON ANY SUCH EXTERNAL WEBSITES OR ANY LINK CONTAINED IN SUCH EXTERNAL WEBSITES. THESE LINKS MAY LEAD UNINTENTIONALLY TO SITES CONTAINING INFORMATION THAT SOME PEOPLE MAY FIND INAPPROPRIATE OR OFFENSIVE. THESE LINKS MAY ALSO LEAD TO SITES THAT CONTAIN INACCURATE INFORMATION, FALSE OR MISLEADING ADVERTISING, OR INFORMATION THAT VIOLATES

COPYRIGHT, LIBEL, OR DEFAMATION LAWS. THE SERVICES, PRODUCTS, AND RESOURCES AVAILABLE FROM THESE WEBSITES ARE NOT ENDORSED IN ANY WAY BY TELUS HEALTH, NOR DOES TELUS HEALTH ENDORSE ANY OF THE SPONSORS OR ADVERTISERS ON THESE SITES.

Section 12. AVAILABILITY AND OPERATION OF THE SERVICES, WEBSITE AND APP

12.1 We will use commercially reasonable efforts to make the Services, Website and App available for use by you for as much of the time as is reasonably possible, but we do not give or enter into any condition, warranty, or other term to the effect that the Services, Website or App are or will be:

- (a) available all of the time;
- (b) available on a continuous or uninterrupted basis;
- (c) free from errors, defects, viruses or other destructive elements; or
- (d) in compliance with any particular standard(s).

12.2 By creating an Account and using the Website or App, you agree to the extent permitted by applicable law that we will not be liable to you for any unavailability of or defect in our Services, App or Website (however temporary), including due to scheduled maintenance, upgrades, security, legal or business reasons, and/or reasons beyond our control (such as hardware or software failures, other interruptions of internet service).

12.3 It is your responsibility to implement appropriate information technology security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the Website, App and their contents.

Section 13. INTELLECTUAL PROPERTY RIGHTS

13.1 All intellectual property rights in or relating to the Services, Website and App (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors. You are given a non-exclusive license to use the intellectual property rights concerned only to the extent necessary to enable you to receive the Services and to use the Website and App in accordance with these Terms of Use. You acknowledge and agree that you do not acquire any ownership of, or other rights in relation to, any such

intellectual property rights by virtue of receiving the Services or by using the Website and/or App.

13.2 The Website or App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source license terms, including terms which allow the free distribution and modification of the relevant software's source code or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). Please note that, to the extent that the Website or App contains any Open Source Software, that element only is licensed to you under the relevant license terms of the applicable third-party licensor (the "**Open Source License Terms**") and not under these terms, and you accept and agree to be bound by such Open Source License Terms. A copy of the source code for any Open Source Software contained on the Website or App and the relevant Open Source License Terms will be made available to you upon request.

13.3 You agree that, by submitting any content (not including health and contact information) via the Website or App, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create and use derivative works from, distribute, perform and display such content (in whole or part), only within your Sponsoring Organization's network, in the understanding that such distribution, performance or display is intended for information purposes and will not have an economic, direct or indirect profit to the User. You also grant other Users within your Sponsoring Organization's network a non-exclusive license to view such content within your Sponsoring Organization's network.

Section 14. OUR LIABILITY

14.1 Except as expressly set out in these Terms of Use, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Website or App, and to the fullest extent permitted by applicable law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by applicable law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Website and/or App. The foregoing shall apply to our parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors.

14.2 Nothing in these Terms of Use shall exclude or limit our liability to you:

(a) for fraud or fraudulent misrepresentation; or

(b) for any liability that may not, under applicable law, be excluded or limited. As such, the limitations of liability in these Terms of Use only apply to the extent permissible under applicable law.

14.3 We shall not be liable to you (whether such liability arises as a result of breach of contract, negligence, misrepresentation or for any other reason) for any loss or damage which arises as a result of:

(a) any act or omission of any User, Sponsoring Organization, or other third party; or

(b) any circumstance which we cannot reasonably be expected to control.

14.4 You are solely responsible for protecting your login details and password and we will not be held liable for any loss or damage that may result from your failure to do so.

14.5 We shall not be liable to you (whether such liability arises as a result of breach of contract, negligence, misrepresentation or for any other reason) for any business losses and any liability we do have for losses you suffer is strictly limited to losses which were reasonably foreseeable.

14.6 We shall not be liable to you or to any Sponsoring Organization for any loss, damage, liability, cost, claim or expense that you or any Sponsoring Organization suffers, incurs or pays as a result of the suspension or termination by us of your access to and use of the Services.

14.7 We shall not be liable to you or to any Sponsoring Organization for any tax liabilities that you or any Sponsoring Organization incur as a result of the Services you receive, and Sponsoring Organizations and Users are solely responsible for understanding and paying their own tax liabilities associated with or resulting from the Services.

Section 15. CLOSING YOUR ACCOUNT

15.1 If you wish to close your Account, please contact your Sponsoring Organization who can arrange to have your Account closed or submit a request at privacy.telushealth.com. Please note that we may retain information concerning your Account in our records in accordance with our standard practices and in accordance with our Privacy Policy (a current copy of which is available at help.telushealth.com). Closing your Account will not obligate us to delete such information except in due course under our practices and policies or where we are required to do so by applicable law.

15.2 We provide our Services to Users and Sponsoring Organization either under our SPO Agreement with the relevant Sponsoring Organization or under a contract between us and a third-party reseller of our Services who in turn has a contract with the relevant Sponsoring Organization. We may suspend or terminate (at our option) your access to and use of the Services in certain circumstances where your Sponsoring Organization or the relevant third-party reseller of the Services is in breach of their contract with us.

15.3 We, or your Sponsoring Organization (as applicable), may close your Account if:

- (a) you are in breach of these Terms of Use;
- (b) you cease to be an eligible User with respect to your Sponsoring Organization or we reasonably believe that to be the case;
- (c) your Sponsoring Organization ceases to pay for the Services;
- (d) your Sponsoring Organization is in breach or other default of its contract with us or with any third-party reseller of our Services such as to justify termination of that contract;
- (e) any third-party reseller of our Services via whom we provide our Services to you is in breach or other default of its contract with us such as to justify our termination of that contract; or
- (f) for any other reason at our absolute discretion.

Section 16. GENERAL

16.1 You may not sub-license, transfer, or assign any of the rights or obligations under these Terms of Use.

16.2 We may subcontract or delegate the performance of any of our obligations to you. We may transfer or assign any of our rights or obligations to you to someone else.

16.3 These Terms of Use, which include any other terms expressly referred to in them, represent the entire agreement between you and us in relation to this subject matter.

16.4 All notices given by you to us or vice-versa must be given by email or in writing to the address set out in Section 17. We may give notice to you at either the email or postal address you provide to us when placing an order.

16.5 If we fail to enforce, or delay in enforcing, any of our rights under these Terms of Use, that does not result in a waiver of the rights concerned.

16.6 If any provision of these Terms of Use is found to be unenforceable, it shall not affect the enforceability of any other provisions they contain.

16.7 Except as set forth in Appendix 3, these Terms of Use and our other terms incorporated by reference shall be governed by the laws of Ontario, Canada and the courts in Toronto, Canada, shall have exclusive jurisdiction to settle any disputes which may arise between you and us under these Terms of Use. **PLEASE SEE ADDITIONAL INFORMATION THAT MAY APPLY TO YOU IN APPENDIX 3 OF THESE TERMS OF USE.**

Section 17. CONTACTING US

Please submit any questions you have about these Terms of Use or any problems concerning the Website or App and their use to us by the following means:

- (a) via the Website;
- (b) via email at support@telushealth.com;
- (c) via mail to the address set forth in Section 1.

Your queries will be handled by a TELUS Health representative promptly. We will endeavour to respond to your queries within 5 business days from the receipt of the query.

Appendix 1

GLOSSARY OF DEFINED TERMS USED IN THESE TERMS OF USE

DEFINED TERM	DEFINITION OR LOCATION OF DEFINITION
Account	What a User creates by logging into the Website or App, creating a Username and password, and accepting these Terms of Use. A User's Account contains all the information entered by the User in the User's profile
App	Our mobile device application available for download from third-party app stores or as a mobile web application on the Website
Open Source Licence Terms	Defined in Section 13.2
Open Source Software	Defined in Section 13.2
Pass-Through Administrator	Defined in Section 2.1
Sponsored User	Defined in Section 2.1
Dependent User	Defined in Section 2.1
Personal Information	Information about an identifiable User, including personal health information (as defined by applicable legislation)
Privacy Policy	The Privacy Policy posted on the Website and/or App, as updated from time to time, a current copy of which is available at www.telushealth.com .

DEFINED TERM	DEFINITION OR LOCATION OF DEFINITION
Services	Defined in Section 4
SPO Agreement	An agreement between us and a Sponsoring Organization (excluding these Terms of Use) under which TELUS Health makes the Services available to the Sponsoring Organization's Sponsored Users directly or indirectly via a third-party reseller's platform`
Sponsoring Organization	An employer, plan sponsor, insurance company, labour union, trade organization, trade association, university, college, or other selective organization that directly subscribed for our Services under a SPO Agreement or that indirectly contracted to receive our Services via a third-party reseller of our Services
Terms of Use	These terms and conditions (together with any other terms incorporated into them by reference)
User, you or your	Defined in Section 2.1
We, us or our	Defined in Section 1
Website	Our website www.telushealth.com (and all subdomains)

Appendix 2

NOTICE OF TERMS FROM THIRD-PARTY PROVIDERS:

Please review and familiarize yourself with the following notices and required terms from our third-party service providers:

Apple

If any app that you download, access and/or use runs on Apple's iOS operating system:

- that app may only be accessed and used on a device owned or controlled by you or your employer and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in Apple's app store terms of service;

You acknowledge and agree that:

- Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact TELUS Health, not Apple, using the Contacting Us details set forth in the Terms of Use above;
- Except as otherwise expressly set out in these terms, any claims relating to the possession or use of the App are between you and TELUS Health (and not between you, or anyone else, and Apple);
- In the event of a claim by a third party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- Although these terms are entered into between you and TELUS Health (and not Apple), Apple, as a third-party beneficiary under these terms, will have the right to enforce these terms against you;

You represent and warrant that:

- You are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country; and
- You are not listed on any United States Government list of prohibited or restricted parties; and
- If the App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of that App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to that App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to that App or as a result of you or anyone else using that App or relying on any of its content.

Appendix 3

NOTICE TO USERS OUTSIDE OF CANADA :

Section 1. Regarding Non-Canadian Territories. The provisions below contain additional detail concerning the Territory in the SPO Agreement applicable to you and your Sponsoring Organization.

1.1 UK. If the primary Territory in the SPO Agreement applicable to you and your Sponsoring Organization is the **UK**:

(a) The references to TELUS Health in these Terms of Use shall be deemed to mean TELUS Health (UK) Ltd. a private limited company organized under the law of England and Wales (Reg. No. 08223675) located at 90 High Holborn, Holborn, London, WC1V 6LJ UK (which shall be referred to as “**TELUS Health UK**” in this Appendix 3).

(b) If the SPO Agreement applicable to you and your Sponsoring Organization was entered into with TELUS Health UK (or a predecessor to TELUS Health UK or a successor in interest to TELUS Health UK), then these Terms of Use will be subject to **English law** and courts located in **London** for purposes of Section 16.7 of these Terms of Use.

1.2 US. If the primary Territory in the SPO Agreement applicable to you and your Sponsoring Organization is the **United States**:

(a) Then references to TELUS Health in these Terms of Use shall be deemed to mean TELUS Health (US) Ltd., a Delaware corporation having its principal place of business at 250 Royall Street, Suite 210W, Canton, MA, 02021 USA (which shall be referred to as “**TELUS Health US**” in this Appendix 3).

(b) If the SPO Agreement applicable to you and your Sponsoring Organization was entered into with TELUS Health US (or a predecessor to TELUS Health US or a successor in interest to TELUS Health US), then these Terms of Use will be subject to **Delaware law** and courts located in **Delaware** for purposes of Section 16.7 of these Terms of Use.

***** End of Terms of Use *****

Last updated May 2023

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Providing Services to People with Disabilities

Accessible Customer Service Policy

TELUS Health (Canada) Ltd. ("TELUS Health") is committed to excellence in serving all customers including people with disabilities. The policy below is our plan for ensuring that all interactions between TELUS Health and members of the public are considerate and welcoming to those with disabilities.

If you have had an experience you would like to share or suggestions for how TELUS Health could enhance accessibility, please don't hesitate to follow the Feedback Process described below.

Assistive Devices

We will ensure that staff are trained and familiar with various assistive devices that may be used by customers with disabilities while accessing our services.

Communication

We will communicate with people with disabilities in ways that take into account their disability.

Service Animals

We welcome people with disabilities and their service animals. Service animals are allowed on the parts of our premises that are open to the public.

Support Persons

A person with a disability who is accompanied by a support person will be allowed to have that person accompany them on our premises.

Notice of Temporary Disruption

In the event of a planned or unexpected disruption to services or facilities for customers with disabilities, TELUS Health will notify customers promptly. This clearly posted notice will include information about the reason for the disruption, its anticipated length of time, and a description of alternative facilities or services, if available.

The notice will be placed on TELUS Health website and at an affected location, if required.

Training for Staff

TELUS Health provides accessibility training to all employees including the people involved in the development of policies, plans, practices and procedures related to the provision of our services.

This training is provided to staff as part of new hire training.

Training will include:

- An overview of the applicable law and the requirements around customer service
- TELUS Health accessible customer service policy
- How to interact and communicate with people with various types of disabilities
- How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person

- How to use any assistive devices that are available on-site or otherwise that may help with providing goods or services to people with disabilities
- What to do if a person with a disability is having difficulty in accessing TELUS Health services

Staff will also be trained when changes are made to this policy.

Feedback Process

Customers who wish to provide feedback on the way TELUS Health provides services to people with disabilities can call Customer Service at any of TELUS Health locations or visit our website at TELUSHealth.com to submit your comments electronically.

All feedback will be directed to Human Resources. Customers can expect to receive a response in 3 business days. Complaints will be addressed according to our organization's complaint management procedures.

TELUS Health will provide this document in an accessible format or with communication support, on request. We will consult with the person making the request to determine the suitability of the format or communication support. We will provide the accessible format in a timely manner and, at no additional cost.

Multi-Year Accessibility Plan

This 2016-21 accessibility plan outlines the policies and actions that TELUS Health (Canada) Ltd. ("TELUS Health") will put in place to meet the needs of people with disabilities.

TELUS Health has established a separate Accessible Customer Service Policy which outlines our plan for ensuring that all interactions between TELUS Health and members of the public are considerate and welcoming to those with disabilities.

Our Accessible Customer Service Policy outlines TELUS Health training for staff, procedures in the event of temporary service disruptions and feedback process.

Statement of Commitment

TELUS Health is committed to treating all people in a way that allows them to maintain their dignity and independence. We believe in integration and equal opportunity. We are committed to meeting the needs of people with disabilities in a timely manner and will do so by preventing and removing barriers to accessibility and meeting the accessibility requirements under applicable law.

Accessible Emergency Information

TELUS Health is committed to providing customers and clients with publicly available emergency information in an accessible way upon request. We also provide employees with disabilities with individualized emergency response information when necessary.

Information and Communications

TELUS Health is committed to meeting the communication needs of people with disabilities. We will receive feedback from people with disabilities to determine whether their information and communication needs are being met. We will respond in a timely manner to all requests to make publicly available information accessible.

TELUS Health is committed to making the login pages of its webpages conform with WCAG 2.0, Level A in early 2017. TELUS Health intends to validate that all its external-facing webpages and content conform with WCAG 2.0, Level A before the end of 2017.

The law does not require intranet content (accessed through a portal) to conform with WCAG 2.0 Level A. Currently, not all of the web content within the TELUSHealth.com portal conforms with WCAG 2.0 Level A. However, we continue to increase accessibility and usability of TELUS Health and adhere to many of the accessibility standards and guidelines. We have taken the initiative with using alt tags, audio tips and transcripts to help aid those with disabilities. In the future, we will continually seek out solutions to provide our users with a better overall experience.

TELUS Health has ensured that existing feedback processes are accessible to people with disabilities by posting an Accessibility link on the footer of all external-facing web content.

TELUS Health intends to make all websites and content conform with WCAG 2.0, Level AA by 2021.

Employment

TELUS Health is committed to fair and accessible employment practices.

We notify the public and staff that TELUS Health will accommodate people with disabilities during the recruitment and assessment processes and when people are hired. We ask candidates to advise of how TELUS Health might be able to support their participation in these processes and advise that we will work with candidates to ensure any planned interviews are accessible and accommodation is provided.

TELUS Health collaborates with individuals who require accommodation plans or return-to-work plans after having been absent due to a disability.

TELUS Health has:

- documented our processes for individual accommodation plans and return-to-work plans
- examined the accessibility of our performance management, career development and redeployment processes

Have more questions? [Submit a request](#)

Live Chat

Protection of Right and Privacy Disclaimer

Protection of Rights:

This is a confidential service. Your Personal Information will not be disclosed unless you provide us with your written permission; there is risk of harm to you or others, or if required by law.

External Disclaimer

You have clicked a link that will redirect to you to a website that is not associated or affiliated with TELUS Health. We recommend you review the websites' privacy policy www.whoson.com/privacy for information on how your personal information will be collected and used. We are not responsible for any of the information, opinions, products or services that are offered or displayed on other websites. Linking to an external website does not constitute an endorsement.

Have more questions? [Submit a request](#)