Gamma-Dynacare
Medical Laboratories

eResults – Terms of Use Agreement

1) BINDING AGREEMENT:

a) This Agreement, (the "Agreement") between Dynacare-Gamma Laboratory Partnership carrying on business as Gamma-Dynacare Medical Laboratories ("Gamma-Dynacare") and you governs your use of **eResults (the "Website")** and all contents made available on it.

2) ACCEPTANCE:

a) You indicate your acceptance of this Agreement by taking one of the following actions: (i) physically signing a paper copy of this document; or (ii) clicking on "Accept" where an electronic version of this document is presented to you.

b) As provided elsewhere in this Agreement, Gamma-Dynacare may revise this Agreement or the Website at any time in Gamma-Dynacare's sole discretion without prior notice. The terms of use displayed each time the user accesses the Website will reflect such revisions as required. Notification of any change will appear on the Website's homepage for 21 days following such change

c) If you do not agree to the terms contained herein OR should you not agree to any change in these terms subsequently made by Gamma-Dynacare, you will not be provided with access to the Website

3) INTELLECTUAL PROPERTY:

a) Certain names, graphics, logos, icons, designs, words, titles or phrases on the Website may constitute trademarks, service marks, trade names, trade dress or products of Gamma-Dynacare or other entities. The trademarks, service marks, trade names, trade dress and products represented on the Website are protected in Canada and internationally and their display on the Website does not convey or create any license or other rights in these marks, names, dress or products. No use of these may be made without prior written authorization of Gamma-Dynacare, except to identify the products or services of Gamma-Dynacare. Gamma-Dynacare either owns the intellectual property rights in the underlying Hyper Text Management Language ("HTML") and content made available on the Website or has obtained the permission of the owner of the intellectual property in such content for use on the Website. All content on the Website is protected by worldwide copyright laws.

b) Gamma-Dynacare grants to you a limited license to display on your computer, print, download and use the underlying HTML and content for the screening of your insurance applicants, care and treatment of your patients, for research within the ordinary course of your profession or employment and for other non-commercial, personal or educational purposes, provided that you do not modify any such content and you include with and display on each copy of such content the associated copyright notice and this limited licence.

c) Gamma-Dynacare grants users a limited licence to display, download, print and use content accessed through the Website for the purpose of assisting in providing health care to individuals or medical research and not for any other purpose and on the condition that users do not adapt, modify, decompile or disassemble, or reverse engineer any aspect of the Website or any software or technology used in connection with the Website.

4) SECURITY:

a) Gamma-Dynacare will ensure a secure environment through currently accepted Internet security technologies and practices to protect the information on the Website. Such measures include using a firewall to prevent unauthorized access, a Secure Sockets Layer ("SSL") protocol with with support up to 1024-bit encryption and automatic log-off after fifteen (15) minutes of inactivity.

5) CONFIDENTIALITY AND PRIVACY

a) All personal information about you, your employees, your practice and your business will be kept private and used only by Gamma-Dynacare unless otherwise required by law or permitted by your consent.

b) You will, at all times during the term of this Agreement and thereafter, comply with all legal requirements, codes of ethics and professional standards applicable to your profession applicable to you that governs the use, disclosure, and storage of the information relating to your patients on the Website ("Patient Information").

c) You will be solely responsible for obtaining all patient and other legally necessary consents including but not limited to those required by any statutes, regulations, professional standards and codes of ethics to disclose the Patient Information to you on the Website.

d) Gamma-Dynacare will not assume any responsibility for your use or misuse of Patient Information or other information transmitted, stored, or received using the Website. Users are solely responsible for obtaining patient consents, whenever required, to use the Website and any personal information accessed through the Website.

e) Gamma-Dynacare will keep confidential information provided for the purpose of registering as a user of the Website ("**Registration Information**") confidential to the extent that such information is personal information and will only use or disclose Registration Information to: i) register persons to use the Website; (ii) verify the identify of persons registering or registered to use the Website; (iii) maintain and administer the registration of such persons, including the monitoring of the manner in which such persons use the Website; (iv) communicate with users about the Website; and to (v) comply with applicable legal requirements.

6) SECURE ACCESS:

a) It is your responsibility to ensure that all information you provide to Gamma-Dynacare, including without limitation the information on enrollment forms are current, accurate and complete and that you inform Gamma-Dynacare of all changes in a timely manner using the forms and methods prescribed by Gamma-Dynacare.

b) To access the Website you will require a username and a password ("Identifier" or "User Credentials"). You are solely responsible for maintaining the strict confidentiality of the Identifiers assigned to you and you are not permitted to disclose your Identifiers to anyone. Breach of this requirement will result in your immediate denial of access to the Website.

c) Gamma-Dynacare is not liable for any harm arising from the theft of your Identifiers, your disclosure of your Identifiers, or your authorization to allow another person or entity to access the Website using your Identifiers. You agree to immediately notify Gamma-Dynacare of any unauthorized use of your Identifiers or other need to deactivate any Identifiers due to security concerns.

7) SHARED ACCESS:

a) The Website is intended for access and use solely by you, and employees and other physicians authorized by you (collectively "Delegates").

b) You are responsible to: (i) Identify the Delegates who should be permitted access to the Website to Gamma-Dynacare; (ii) Advise Gamma-Dynacare of any changes in the Delegates in a timely manner using the forms and methods prescribed by Gamma- Dynacare; (iii) Supervise and control the use of the Website and its contents by the Delegates; and (iv) Advise Gamma-Dynacare immediately to terminate the identifier of a Delegate, using the forms and methods prescribed by Gamma-Dynacare in the event a Delegate ceases to be your employee or if you wish for any reason to terminate the ability of such Delegate to access and use the Website.

c) You may not provide your identifier to Delegates. They will be assigned their own Identifiers to log on and may view the files you have indicated they are authorized to view. Delegates will not be able to view any records in respect of which Gamma-Dynacare has received a written letter from a patient restricting the sharing of his/her file.

d) You agree that you will not, in connection with your use of the Website: (i) impersonate any person or entity, including, but not limited to, an officer, employee or representative of Gamma-Dynacare, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ii) interfere with, disrupt or damage the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; (iii) violate any applicable local, provincial, state, national or international law, and any regulations having the force of law; or (iv) access the Website after your account or access has been suspended or terminated by Gamma-Dynacare.

e) You agree not to use any crawler, spider or other program that simulates human activity to automatically extract any content accessible on or via the Website.

8) GENERAL DISCLAIMERS:

8.1 The Website is provided "as is" and Gamma-Dynacare expressly disclaims all express, implied, and statutory warranties or conditions, including, without limitation, the warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement of rights. Without limiting the foregoing, Gamma-Dynacare does not warrant that the Website will be available at all times, will operate without errors, will be accessible regardless of the hardware or software that a user employs to access it, is absolutely secure or is free from viruses or other harmful code. All exclusions of responsibility or liability set out in this Agreement are made to the fullest extent permitted by law.

8.2 You are responsible for taking all precautions you believe necessary or advisable to protect yourself against any claim, damage, loss or hazard that may arise by virtue of your use of the Website. Without limitation, if you propose to download data from the Website to any third-party application used by you, it is your responsibility to ensure that such application is compatible and is able to process the data accurately

8.3 Gamma-Dynacare (which, for the purposes of this section includes its officers, employees, representatives and suppliers) will not be responsible or liable to you or any other entity for any direct, compensatory, indirect, incidental, special, exemplary, or punitive damages that result from or relate in any manner whatsoever to your use of the Website, including without limitation, the failure to comply with any requirement, the loss of data, the loss of computer use or security breaches. The foregoing exclusion will apply regardless of whether Gamma-Dynacare has been advised of the possibility of such damages.

9) INTERNET LINKS:

a) The Website may provide links or references to other Gamma-Dynacare, and non-Gamma-Dynacare sites.

b) Gamma-Dynacare makes no representations, warranties or assurances as to any information in such sites, has no responsibility for their content, and will not be liable for any damages or injury arising from that content.

c) Gamma-Dynacare disclaims any opinions expressed on such sites. Any links to other sites are provided merely as a convenience to you and the inclusion of such links does not imply that Gamma-Dynacare endorses or accepts any responsibility for the content or uses of such sites.

10) INDEMNITY:

a) You agree to indemnify Gamma-Dynacare, (which for the purpose of this section includes its officers, employees, representatives and suppliers) and hold it harmless from any and all claims and expenses, including legal fees, arising from or relating to your use or misuse of the Website, or from any person's use of any account or password you maintain for the Website, regardless of whether such use is authorized by you. You hereby agree to release Gamma-Dynacare from any and all claims, demands, debts, obligations, actual or consequential damages, costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against it arising out of or in any way related to such disputes and the use of the Website

11) ENTIRE AGREEMENT:

a) This Agreement contains the entire agreement between you and Gamma-Dynacare, and supersedes any other oral or written communications with respect to the subject matter.

12) TERMINATION:

a) Should you violate these Terms and Conditions or any other rights of Gamma-Dynacare, Gamma-Dynacare reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, restricting, suspending or terminating your access to all or any part of the Website, with or without prior notice, and without liability

b) You may terminate this Agreement by providing Gamma-Dynacare with written notice of your termination and ceasing to use or access the Website.

c) Gamma-Dynacare may terminate this Agreement and Your right to access and use the Website at any time, with or without cause.

d) Gamma-Dynacare reserves the right to discontinue or make changes to the Website at any time.

e) Sections 3.1, 5, 8.3 and 10 of this Agreement survive the expiration or termination of this Agreement for any reason whatsoever.

13) GOVERNING LAW and JURISDICTION:

a) The Website (excluding third party linked websites) is controlled by Gamma-Dynacare from its offices within the Province of Ontario, Canada. By accessing this Website, You and Gamma-Dynacare agree that all matters relating to the access to, or use of, the Website shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You and Gamma-Dynacare also agree and hereby submit to the non-exclusive jurisdiction and venue of the courts of the Province of Ontario with respect to such matters. Gamma-Dynacare makes no representation that materials on the Website are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws.

14) MISCELLANEOUS

a) Gamma-Dynacare may assign this Agreement, in whole or in part. You may not assign your rights under this Agreement without Gamma-Dynacare's prior written permission. Any attempt by you to assign your rights under this Agreement without Gamma-Dynacare's permission will be void.

b) The waiver by Gamma-Dynacare of a breach by you of any provision of this Agreement will not be construed as a waiver of any other provision, or a waiver of any subsequent breach of the same or different kind.

c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

I HEREBY ACCEPT THE ABOVE AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE PROVISIONS CONTAINED HEREIN

Dated at _____ this _____ day of _____ ,20___

_____   _____
Signature   Name (please print)

eResults – User Registration Form

It is agreed that the user identified on this form, has read and accepted the conditions outlined in the e-Results Terms of Use Agreement (which can be reviewed at www.Gamma-Dynacare.com).   By signing this Registration Form you agree to be individually bound by the Terms of Use that a member of your organization has already signed on behalf of your organization.

If you intend to use a third party software tool to process e-Results, the vendor or support staff of the third party software must agree to be bound by the same conditions contained in the Terms of Use Agreement.

The user identified on this form will be provided with a unique user id and password which will be used to access resulting information assigned to your organization.   Multiple users may have access to the same information, with the processing of such information to be managed by the various users.

Organization / Cilnic / Company	
Physician Name	Last name / First name
OHIP Billing #:	*(if applicable)*
User Name (if different than physician)	Last name / First name
Address:	
City:	Province:
Postal Code:	Phone number: ( ) -
Email Address:	

Results to be:
(choose only one)

❑ Viewed and/or printed from GDML website only

❑ Downloaded into your EMR   *(if selected, please fill in the remaining items on the form)*

   ↳ EMR Provider Name:

   Software version:

   EMR Contact name:

   Phone number: ( ) -   Extension:

_____   _____
Signature   Date