Welcome, and thank you for your interest in WelTel Health Incorporated (“WelTel”, “we” or “us”) and our website at www.weltelhealth.com, along with our related websites, networks, applications, mobile applications, and other services provided by us (collectively, the “Service”). These terms of Service are a legally binding contract between you and WelTel regarding your use of the Service.

OUR SERVICE IS NOT INTENDED FOR EMERGENCY SITUATIONS. IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CALL 911 OR THE APPROPRIATE EMERGENCY RESPONDERS.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

The following covers the terms and conditions of use for the WelTel Health, Integrated Virtual Care and Patient Engagement Platform. It applies to healthcare/content providers and end-users and governs their use of the online interfaces and properties (e.g., website (“Site”)), online dashboard and two-way texting application (“Services”) owned and controlled by WelTel Inc. (“WelTel”). "Providers" and similar terms refer to healthcare and informational content providers who access or use the Site and/or Services. “Users” and similar terms refer to those people receiving the healthcare and informational content from the “Providers” through the use of the WelTel Platform. The term "you" refers to the person or entity visiting the Site, browsing or otherwise using the Site, or receiving any services through the Platform. Your compliance with these Terms of Service is a condition to your use of the Site and/or Services.

By accessing this site and/or using the services, you acknowledge that you are agreeing to be bound by the Terms of Service, which includes WelTel’s Terms of Use and Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you are not eligible or do not agree, then you are prohibited from using or accessing WelTel’s Site and Services.

Privacy Policy

WelTel respects your privacy and will collect, use or disclose your personal information and personal health information (collectively, “PI”) only in accordance with our Privacy Policy and applicable federal and provincial privacy legislation (“Privacy Laws”).

This Privacy Policy describes how we collect PI from: (1) our websites (“Sites”) and (2) our online dashboard, two-way texting application and our WelTel Virtual Care Platform (collectively, “Platform”) and, how we use PI and the manner in which PI may be disclosed or shared by us.
This Privacy Policy does not apply to the collection, use and disclosure of PI by health care professionals, personal health assistants and content providers (collectively “Providers”) in the course of providing telehealth, telemedicine services or assisting with the provision of services (collectively, “Services”). Providers are subject to their own respective privacy laws and professional requirements that govern how they collect, use and disclose PI.

WelTel’s Platform enables Providers to receive your PI through the Platform and to provide Services to you. Your use of the Platform neither establishes nor governs your relationship with the Provider. The Services provided to you by the Provider form a bilateral contractual relationship between you and Provider and we are not parties to this agreement.

None of the information or materials (collectively, excluding Services, (“Content”)) available through the WelTel Platform is medical advice, treatment, diagnosis or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you. Content is for informational purposes only. It is your responsibility to discuss any Content with your family physician or another healthcare provider prior to relying on it and any reliance on Content is at your own risk.

Information We Collect and How We Collect it

When you sign up for or use the Platform and Services we ask you to confirm that you have read and agree to our Privacy Policy. By submitting your PI through the Platforms, you consent to the collection, use, and disclosure of such information as set out in this Privacy Policy.

Generally, you may browse our Site without providing any PI. You are under no obligation to provide us with PI, with the caveat that your refusal to do so may prevent you from using certain portions of the Site and have access to the Platform and Services. As set out above, Providers are responsible for the collection, use and disclosure of PIs as it relates to the provision of Services and for ensuring that adequate safeguards are in place to protect that information. The following overview provides general information about how PI is collected and used through the Platform.

User Accounts

In order to use the Platforms and to receive Services you may be required to create a "User Account" through the Platform and be issued a username and password login credentials ("User ID"). We collect information such as your name, email address, phone number, gender, date of birth and province or territory to create your User Account. If you are issued a User ID, you will be required to keep your User ID secure. Services are also available for use by children at the discretion of the Provider. Parental / Legal Guardian approval is required if a User under the age of 18 or otherwise unable to provide consent, requires use of the Platform to participate in a formal, controlled, research study. You may be asked to provide PI about your child/dependent in order to register them to a User Account.

Provision of Health Services and Support Services
Providers collect and use PI about you in order to provide you with support and/or Services. Providers may collect PI about you verbally, in print or electronically, including your provincial health card number, the reason for your consultation request, relevant health history and present condition or symptoms. The Provider may access PI that you have entered or uploaded to your profile and medical records or information created during earlier interactions through the Platform with other Providers. Providers may also create information such as prescriptions, sick notes and other notes about your interaction with them via the Platform.

The Providers are independent of WelTel. Within the WelTel Platform, PI will be securely collected and disclosure to the appropriate Provider as it relates to the provision of Services. WelTel does not make any representations or warranties about the training or skill of any Providers who deliver services via the Site or Platform. You are ultimately responsible for choosing your particular Provider. Once PI is securely shared with the Provider through the Platform, it is the responsibility of the Provider they are compliant with their professional regulatory requirements, including as it relates to confidentiality, record keeping, as well as privacy laws.

**How We Use Your PI**

We use your PI for the purposes for which it was collected, as well as other purposes for which you have given consent. In addition to those purposes set out above, this includes, but is not limited to, the following purposes:

- **Administration of your User Account**
- **Marketing:** In accordance with anti-spam laws, we obtain your consent in order to send you commercial electronic messages. You may subscribe or unsubscribe to receive marketing communications from us, such as announcements of new features. We do not share email addresses or other contact information with third parties without your permission.
- **Notifications:** We will ask you if you wish to receive notifications about services that you request. If you agree, we will send you email or text messages to notify you about the status of your consultations and other requests, such as prescription orders. We also may use your PI to comply with our legal obligations, resolve disputes, and enforce our agreements and as required and/or permitted by applicable privacy laws.

**Disclosing PI to Third Parties**

We will not disclose, share, sell or rent your PI with or to any third party, except with your written consent or as required or permitted by privacy laws. We may disclose your PI as we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process or governmental request.

In some instances we may retain other companies and individuals (“Associate”) to perform functions on our behalf, including, but not limited to website developers, service and technology providers. Third parties (“Affiliates”) may be provided with access to your PI to perform the functions for which they have been retained. Our agreements
with third parties will not permit them to use your PI for any other purposes and commit them to comply with applicable data privacy standards.

A fundamental principle of Data Privacy requires that WelTel process PI fairly and lawfully. When collecting and using PI, WelTel considers how one would like to be treated by a company that is collecting one’s PI and applies all relevant laws, regulations and this Policy to the management of that information. Each Associate is accountable for compliance with Data Privacy obligations related to PI. Associates, who collect, use and/or maintain PI must take the appropriate steps to:

- Collect and use Personal Information only with a legal justification, which may include the legitimate business interests of WelTel. For example, some WelTel guidelines or local laws may require explicit consent of the person concerned prior to collecting PI (e.g., informed consent for clinical research).
- Notify persons about how their PI will be used prior to collecting the information.
- Collect only the PI needed for a specific business purpose.
- Use PI only for the specific business purpose described in the Privacy Notice or Consent form or in a way that the person would reasonably expect.
- If disclosure of PI to third parties or other WelTel affiliates or transfer of PI across borders and jurisdictions is required, the Associate and Affiliates must be trained to implement processes and controls consistent with applicable guidance to ensure an appropriate and lawful response to persons who exercise their individual rights to
  - 1) know what PI is being collected and/or processed,
  - 2) object to collection and/or processing of their PI, and/or
  - 3) request correction, erasure or blocking of their PI, and to ensure the rightful requests of such persons can be fulfilled within a reasonable timeframe not to exceed that required by applicable law.
- Use PI in ways that do not have an adverse effect on the person concerned unless such use is in response to a request by a court of competent jurisdiction.
- Anonymize or Pseudonymize PI whenever possible or appropriate.
- Keep PI accurate and up to date throughout the information lifecycle (i.e., from collection to destruction).
- Safeguard PI so that it is not shared with others who do not have a valid business reason to access the information. For example, there would not be a valid reason for clinical research data to be shared with marketing associates for marketing purposes.
- Comply with WelTel information security policies and procedures when processing PI.
- Prevent the misuse of PI for a purpose that is not compatible with the original purpose for which it was collected.
- Ensure Traceability of PI throughout its lifecycle.
- Keep PI only as long as necessary for the specific purpose or as required by law consistent with WelTel’s records retention schedules for maintaining PI.
WelTel has designated a Privacy Officer, who is accountable for developing, communicating, and providing training on the overall WelTel privacy program and implementing local Data Privacy controls.

Processes are in place to allow individuals to access their personal information. In certain situations however, WelTel may not be able to provide access to all the PI it holds about an individual. Exceptions to the access requirement is limited and specific. The reasons for denying access would be provided to the individual upon request. Exceptions may include information that is prohibitive costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security, or commercial proprietary reasons, and information that is subject to solicitor-client or litigation privilege.

Third parties that license our Platform, including telemedicine platforms and services that support such apps, must agree to all of the terms and policies to licence our Platform and safeguard your PI. Such third parties bear all liabilities for your use of the Platform, including as it relates to your PI.

Only Providers have access to your PI. Providers may disclose PI about you, including to your emergency contact, if they believe that you are dealing with a medical emergency during a consultation and disclosure is necessary in order to eliminate or reduce the risk of serious harm.

**Third-Party Sites**

The Platforms may contain links to other third-party sites. When you click on one of these links you are visiting a website operated by someone other than us and the operator of that website may have different privacy policies. We are not responsible for the individual privacy practices of those sites. We encourage you to investigate the privacy policies of these third-party operators.

**Use of Third-Party Plugins and Apps**

WelTel aims to avoid using unnecessary third-party plugins and apps, unless for security purposes or to offer certain features to User. The following are examples of third-party apps used on the site. Please, read these carefully:

- MailChimp - used to send out newsletters or other relevant updates (Privacy policy found here: [https://mailchimp.com/legal/privacy/](https://mailchimp.com/legal/privacy/))
- Website hosting – We use AWS (Amazon Web Services) to host our site so everyone can access the site (You can view their privacy policy here: [https://aws.amazon.com/privacy/](https://aws.amazon.com/privacy/)).

**Confidentiality and Security Safeguards**

All PI collected on the Platform is securely and digitally stored on servers physically located in Canada or the nearest designated country depending on requirements for data residency. The Platform is secured through encryption technologies and only you and your Provider have access to your PI. PI created in connection with the provision of Health Services is managed by the Providers in accordance with applicable privacy
legislation. The Platform is licensed by us to your Provider and is used by your Provider to communicate with you.

We use physical, organizational and technical industry standard security safeguards commensurate to the sensitivity of data collected, used or disclosed such as encryption in transit and at rest. We use a variety of technologies and procedures to help protect the security of your PI from unauthorized access, use, or disclosure. We have implemented and maintain reasonable and appropriate security measures, procedures and practices to protect against the loss and unauthorized access, use, modification, destruction or disclosure of your PI while it is in our custody or under our control.

Although we use advanced encryption technology and other security protocols to protect your PI and the privacy of the Health Services and Support Services with Providers, in using the Platform there are inherent risks to any technology, however remote, that could cause security protocols to fail or to be breached and which could result in the unauthorized collection, use or disclosure of your PI.

Information a User submits to WelTel that relates to his or her account is password-protected. No employee of WelTel nor any automated system will contact a User by email asking for a User’s login details, password or any other personal information related or unrelated to WelTel. If any message claiming or appearing to come from WelTel is sent to you asking for such information, please report it immediately to privacy@weltelhealth.com.

If there is a personal data breach, WelTel will notify the Privacy Officer within 72 hours of the breach occurring. A personal breach refers to the accidental, destruction, loss, alteration, unauthorised sharing of, or access to, personal data. If in the case the security breach has a high impact on the User’s rights or freedom we will let the individual(s) involved know as soon as possible. In all cases, we will keep a written record of all data breaches identified.

If you have any questions about security on our Web site, you can send email us at privacy@weltelhealth.com.

RetentionPolicy

We will retain your PI on the Platforms until such time as you or we terminate your User Account. On termination, you will have an opportunity to print or make copies of any PI held in the Platform, provided that we have the appropriate authorization from the applicable Provider relating to the Health Services or Support Services.

Any data collected on the WelTel Platform will be kept in our database for 7 years from the time the PI is created on the Platform. If the member does not engage on the WelTel Platform for more than 7 years from time of Account creation, we will permanently delete all the data from all our databases. By “engage”, we mean responding to SMS messages, opening emails from WelTel, clicking on links in WelTel emails and logging into the Platform (for Provider).
Before deleting Account data, the Provider will send out a couple of emails to warn the User that they will be removed from our database if they do not engage. After the User has been removed from our databases, they are free to sign-up to WelTel again, as a new member.

For Users whose Account has been terminated due to infraction(s) to our Terms of Services, PI related to identity maybe kept at the discretion of the Provider to retain records of banned Users.

**Editing Your PI**

You can add, edit, or delete optional information appearing in your User Account at any time in your account settings. You can edit, but not remove, certain information (like an email address). In connection with the provision of Health Services, you have additional rights under applicable privacy laws. You may request access or correction to your health records, withdraw your consent or request limits on the collection, use or disclosure of your PI for health care purposes by contacting your Provider.

If you feel the data WelTel has is inaccurate or requires updating, please send us an email and we will update your records within one month of receiving the email. If you keep on requesting changes to your data or your request is excessive, we have the right to refuse your request and will send you an email within a month explaining why it has been refused.

If you feel the data WelTel has is inaccurate or requires updating, please send us an email to privacy@weltel.org.

**Requests for Information**

At any time, members of the site can request a copy of all data we have on them. Any requests for information will be responded to within a month. If we need more time to respond to your request, we will still let you know within a month of the request being made and the reason why we need more time. All requests for information will be free. However, if the request for information is complex and excessive, we may refuse to accept the request. You will receive an email explaining why we have refused your request and you have the right to complain to the Information Commissioner (IC). The IC is the Canadian supervisory authority for data protection issues (https://www.oic-ci.gc.ca/en). We would be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

If you would like to make a request, please email us: privacy@weltel.org.

**Requests to Delete Data**

Users of WelTel can delete all data we have on them in two ways. The first way is by deleting their Account and the second way is by sending the Provider an email, requesting to be deleted from WelTel. Once your Account has been deleted, you will receive one final “Goodbye” email from us to confirm that all data we have on you will
be deleted. Once this request is made, we will delete all data within one month and you will no longer be able to login into your Account. At any time, you can re-register and become a new User again.

If deleting your account by email, please send your requests to: privacy@weltel.org

**Governing Law**

All matters relating to your access or use of the Platform shall be governed by provincial and federal laws of Canada, applicable therein, without regard to principles of conflicts of law. You agree and hereby submit to the exclusive jurisdiction of the Canadian courts with respect to all matters relating to your access and use of the Platforms, as well as any dispute that may arise therefrom.

**Changes to this Privacy Policy**

At WelTel we believe in continuous improvement and we may add features and Services to our Platform. These changes may alter the practices of WelTel from time to time. We reserve the right to change this Privacy Policy at any time and such modifications shall be effective immediately, as of the date indicated at the top of this policy. If we decide to change our privacy policy, we will post those changes to this privacy statement, send you an email with a link to the updated policy and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

**Contacting Us**

Should you have any questions or concerns about this Privacy Policy or our Practices, please email privacy@weltel.org.

If you have any complaints about the way we use our data or the communications you are receiving from WelTel, please email us using the subject line ‘COMPLAINT’ to privacy@weltel.org