

## **Digital Health MyMBT Messaging Service Terms of Use**

In return for being authorized to access and use the MyMBT Messaging Service from either a personal device or a Digital Health managed device, I acknowledge and agree to the following Terms of Use. I understand that my "Authorizing Organization" is any organization or entity through whom I am granted access to the MyMBT Messaging Service as part of the conditions of my work.

### **Acceptable Use**

- I will use the MyMBT Messaging Service solely for communication that is in support of patient care.
- I will not use the MyMBT Messaging Service to communicate directly with patients.
- I understand that information in the MyMBT Messaging Service does not form part of the official patient record and I am responsible for documenting as appropriate in a formal record of care.
- I will obtain informed consent for all photos and videos and I will document such consent on the official patient record prior to the use of MyMBT Messaging Service for patient photos or videos.
- I will adhere to my Authorizing Organization's policies governing the collection, use, and disclosure of electronic personal health information ("PHI") whether in text, image, or in video format.
- I will communicate only the minimum amount of PHI required to safely conduct the relevant patient consultation in the MyMBT Messaging Service.
- I will not allow other people to access or use my device or my MyMBT Messaging Service account.

### **Access**

- I am responsible for notifying the Digital Health Service Desk at 204-940-8500 if I no longer require access to the MyMBT Messaging Service, if I upgrade my device, or if I leave my Authorizing Organization.

### **Data Retention**

- I understand that information in the MyMBT Messaging Service is only stored for 14 days. I acknowledge that all data older than 14 days will be automatically deleted.

### **Security**

- I agree to maintain a minimum password of six (6) digits on my device while the MyMBT Messaging Service is maintained on it.
- I am responsible for maintaining at all times the confidentiality of my user ID and my password. I will not disclose them to or share them with anyone else, or leave them where others might see them.
- If I suspect that my password has been obtained or used by another person, I will immediately notify the Digital Health Service Desk and change the password. I will also immediately advise my Authorizing Organization(s).
- In case of theft and/or loss of my device, I will immediately notify the Digital Health Service Desk in order to disable access to the MyMBT Messaging Service from my device.
- I acknowledge that security settings are subject to change. I understand that Digital Health will make reasonable efforts to inform me of security changes in a timely manner but changes may proceed without prior notification to me.
- I recognize that, in order to maintain security, if there is an actual or suspected breach originating from my device, access to the MyMBT Messaging Service from my device will be disabled without prior notification to me.

### **Maintaining Confidentiality**

- I will NOT back up or copy information from the MyMBT Messaging Service to any storage solution, including but not limited to personal computers, thumb drives or cloud services.
- I will ONLY send photos or videos using the in-application camera available in the MyMBT Messaging Service.
- I will NOT attach a photo or video from my device or any other storage location.
- When my device screen is displaying information from the MyMBT Messaging Service, I will not leave it unattended and I will ensure that no one is inappropriately viewing the screen.

### **Duty to Report Breaches**

- I will report any actual, suspected or potential privacy or security breaches involving MyMBT Messaging Service (whether caused by me or another person) immediately in accordance with the applicable policies and procedures, including to the Digital Health Service Desk and to my Authorizing Organization(s).

### **Support Limitations**

- I agree that Digital Health in its sole discretion, and without prior notice, may temporarily or permanently cease making the MyMBT Messaging Service, or any of its features, available to me or to users generally.
- I acknowledge that due to the nature of remote access technology, Digital Health cannot assume end-to-end responsibility for the availability of network access on my device.
- I understand that Digital Health will only provide troubleshooting support for the MyMBT Messaging Service and will not support my personally owned device.

### **Ending My Access to MyMBT Messaging Service**

- If I want to terminate my access to the MyMBT Messaging Service, I may do so at any time by notifying either my Authorizing Organization(s) or the Digital Health Service Desk.
- My Authorizing Organization(s) and/or Digital Health may also terminate my MyMBT Messaging Service access at any time if:
  - (a) I am no longer providing or supporting direct patient care for that Authorizing Organization;
  - (b) I breach any provision of laws pertaining to the protection of information in the MyMBT Messaging Service (including, where applicable, The Personal Health Information Act) and/or of these Terms of Use, or have acted in manner which clearly shows that I do not intend, or I am unable, to comply with any of their provisions; or
  - (c) I conduct myself in a manner that puts the MyMBT Messaging Service and the information in it at risk of unauthorized use or disclosure.
  - (d) I understand that if my account remains inactive for a period of longer than 3 months, Digital Health may deactivate my access to the MyMBT Messaging Service without notice, and that I will need to submit a new request to gain access in the future, if required.
- I understand that if my access to the MyMBT Messaging Service has been terminated due to failure to comply with these Terms of Use, notification may be sent to my Authorizing Organization(s) and to any applicable professional bodies.

### **Changes to the Terms of Use**

- Digital Health may make changes to these Terms of Use from time to time, and my continued use of the MyMBT Messaging Service signifies my consent to those changes. The current version of the Terms of Use is available for viewing at [mymbt-messaging-tou.pdf \(mbtelehealth.ca\)](#) and I will review that website from time to time to determine if any changes have occurred. In addition, I understand that changes to the Terms of Use may be brought to my attention upon access to the MyMBT Messaging Service, in which case I will be asked to agree to the revised Terms of Use.

### **Survival of Confidentiality**

- I understand that even though my access to the MyMBT Messaging Service may be terminated, I must continue to keep confidential all information obtained while using the MyMBT Messaging Service.
- By logging into the Imprivata Cortext application you are agreeing to the MyMBT Messaging Terms of Use.