



OTN – Personal Videoconferencing Service for Healthcare Providers

Thank you for your interest in the OTN Personal Videoconferencing Service (“**PCVC Service**”) offered by the Ontario Telemedicine Network (“**OTN**”). This service will enable you to videoconference on the OTN network from your own personal computer when equipped with a webcam, headphones and Internet connectivity.

At present, most of OTN’s videoconferencing endpoints are room-based systems. Although these room-based systems are of high quality, they do not offer a high degree of portability and are generally shared among several users. The PCVC Service consists of software that enables high quality video/audio on users’ personal computers that provides its users with lower costs and easier access to videoconferencing than room-based systems.

In order to use the PCVC Service, you will require a computer, appropriate Internet bandwidth, a webcam, audio device that includes a headset or speakers and microphone that all meet the minimum standards as set out in our “***Technical Readiness Guide***”. ***You must accept the attached PCVC Terms of Service*** (the “**Terms of Service**”).

As part of the Terms of Service, you need to agree to comply with privacy legislation as well as follow scheduling protocols set out by OTN when organizing sessions with other users on the network. We have also set out a number of best practices that you must review. By accepting the Terms of Service, you are also agreeing to allow ***OTN to post and make available your basic PCVC user contact information in OTN’s secure directory***.

Upon your acceptance of, and subject to, the Terms of Service, OTN will provide you with login credentials (username and password), installation details as well as user security and privacy training. For more information go to otn.ca/en/members/pcvc or call the Contact Centre at 1-866-454-6861.

We look forward to working with you and supporting your telemedicine practice.

Welcome to the next generation of telemedicine in Ontario!

PCVC Terms of Service (the “Terms of Service”)

Definitions. Whenever used in the Terms of Service, the following words and terms shall have the meanings set out below:

“**Login Credentials**” means your username and password for the PCVC Service;

“**OTN**” means the Ontario Telemedicine Network;

“**PHI**” means personal health information, as defined under PHIPA;

“**PHIPA**” means the Personal Health Information Protection Act, 2004 and its regulations, as they may be amended from time to time, and any successor legislation thereto;

“**PCVC Service**” means the OTN Personal Videoconferencing Service that enables videoconferencing on the OTN network from a personal computer when equipped with the appropriate Internet bandwidth, webcam and peripherals that meet the minimum applicable standards. For greater certainty, the PCVC Service includes applicable documentation and the PCVC Software;

“**PCVC Software**” means the software provided to you by OTN to access the PCVC Service; and

“**User**” or “**you**” means you or your physician corporation, and where “**user**” is used with a lower case “u” it means other users of the PCVC Service.

Section 1 - Conditions of Use and License

1.1 As a condition of using the PCVC Service, you must:

- a) Have access to a computer, webcam and audio device that meets recommended hardware, software and OS specifications described in the “*Technical Readiness Guide*” located at otn.ca/en/members/pcvc under the section “Resources 01 – Learn About”, as it may be revised, developed and posted by OTN from time to time;
- b) Have access to dedicated broadband Internet bandwidth to the computer which meets OTN’s minimum requirements as set out in the “*Technical Readiness Guide*” located at otn.ca/en/members/pcvc under the section “Resources 01 - Learn About”, as the same may be revised, developed and posted by OTN from time to time;
- c) Acknowledge and agree that although OTN will provide you with support for the PCVC Service you are responsible for your computer hardware, camera, peripherals and Internet connectivity;
- d) In advance of using the PCVC Service, complete an online privacy and security training module at the time of registration. (Additional optional training materials, are available at: otn.ca/en/members/pcvc);
- e) Schedule all non-emergency clinical uses of the PCVC Service through (i) OTN’s scheduling portal Ncompass, (ii) by calling OTN’s Contact Centre at 1-866-454-6861 or (iii) through another scheduling process mutually agreed in writing with OTN;
- f) Only use the PCVC Software to initiate direct calls with users on the OTN videoconferencing network or with room-based videoconferencing systems on OTN videoconferencing network after confirming that the remote participant wishes to and is available to receive your call;
- g) Promptly notify OTN’s Contact Centre with any changes to your contact information (address, phone, e-mail);
- h) Allow OTN to post and make available in OTN’s secure, web-based Telemedicine Centre and Telemedicine Directory the following PCVC Service user contact information in order that authorized PCVC Service users can schedule events and connect with you: your PCVC Service display name, organization and/or site number and name, system name, city and LHIN;
- i) Ensure that the PCVC Service is used only for the purpose of rendering telemedicine services, or for training or administrative purposes in connection with rendering such telemedicine services, unless mutually agreed in writing with OTN;
- j) Be physically located in the Province of Ontario when providing telemedicine clinical services that are reimbursed by the Ministry of Health and Long-Term Care;
- k) If you are not physically located in the Province of Ontario, not charge patients for telemedicine services if the service would have been reimbursed by the Ministry of Health and Long-Term Care had you been physically located in the Province of Ontario;
- l) Comply with the Terms of Service (including but not limited to the license grant set out in Section 1.2); and
- m) Agree to any applicable third party license terms pursuant to Section 1.2.

- 1.2 OTN grants to you, subject to the terms and conditions of the Terms of Service, a non-exclusive, revocable, royalty-free (subject to Section 7), license during the term of the Terms of Service to use the PCVC Service, in object code form only, for your provision of telemedicine services through the PCVC Service or as otherwise permitted pursuant to Section 1.1(i) (the “**License**”). Notwithstanding the foregoing, you acknowledge and agree that (a) certain elements of the PCVC Service (including but not limited to the PCVC Software) may be sublicensed by OTN from third parties (“**Third Party Materials**”); (b) such Third Party Materials (including but not limited to software) are licensed in accordance with any applicable third party license terms; and (c) in order to use the PCVC Service (including but not limited to the PCVC Software) you must agree to any applicable third party license terms.
- 1.3 If you no longer wish to use the PCVC Service, you must terminate the Terms of Service pursuant to Section 6.2.

Section 2 - Physician Matters and Billing. If you are an individual physician and will be using PCVC Service to provide patient care, then:

- a) You represent and warrant that you are in good standing with the College of Physicians and Surgeons of Ontario licensed to practice in Ontario;
- b) Prior to using the PCVC Service, you must be properly registered with OHIP to enable your OHIP billing number to accept telemedicine claims by completing the required documentation with OTN which will be forwarded by OTN to OHIP for its records; and
- c) Upon OTN forwarding such documentation, each physician’s billing and payment arrangements with respect to the telemedicine services provided through the PCVC Service will be carried on between the physician and OHIP directly, which will include the requirement that each physician submit bills regarding telemedicine services directly to OHIP.

Section 3 - Informing your Organization. You acknowledge that PCVC Service may use substantial bandwidth on a network. You agree that it is your responsibility to inform any organization whose network you are using of such use.

Section 4 - Privacy and Security Requirements. As a condition of using the PCVC Service, you must:

- a) Store your Login Credentials in a secure manner;
- b) Never share or otherwise disclose your Login Credentials;
- c) Never allow others to use the PCVC Service under your Login Credentials in your absence;
- d) Not change your system setting which is set to “Auto-Answer-OFF” mode at the time of installation;
- e) Not bypass or attempt to bypass security measures configured on your PCVC Software;
- f) When attaching recording devices/software to your PC-based videoconferencing program to record sessions using the PCVC Service, ensure that you have met any consent requirements and the requirements of your organization’s privacy policies and practices (as applicable);
- g) Never disclose or use PHI in connection with the PCVC Service except in accordance with PHIPA;
- h) Promptly contact your organization’s privacy office, if applicable, and the OTN Privacy Office at privacy@otn.ca, upon first learning of the possibility of any unauthorized use or disclosure of any PHI that involves the PCVC Service; and
- i) Promptly contact OTN’s Service Desk or Security Department (servicedesk@otn.ca or security@otn.ca or 1.866.454.6861) if you experience any of the following security incidents in relation to the PCVC Service:
 - i) Denial of service (i.e., an attack that prevents or impairs the authorized use of networks, systems, or applications by exhausting resources);
 - ii) Unauthorized disclosure of, or access to, confidential information (including your Login Credentials);
 - iii) Unauthorized or inappropriate usage (including usage which violates any network or computer policies, or any attempted access to a network, system, application, data or other IT resource without authority);
 - iv) Theft/loss of your device; or
 - v) Virus or malicious code.

Section 5 - Privacy and Security Best Practices

- 5.1 Use of the PCVC Service must be in compliance with requirements set out in PHIPA. You therefore agree to the provisions set out in Appendix 1 – Compliance with PHIPA. Without limiting the generality of that Appendix, in order to reduce the likelihood of privacy or security breaches when using the PCVC Service, you acknowledge and agree that you have read and are aware of the best practices set out in Appendix 3 – Best Practices Guidelines.

Section 6 - Term and Termination

- 6.1 The term of the Terms of Service shall be for one (1) year from the date you sign the Terms of Service (the “Effective Date”) and shall continue from time to time thereafter for successive one-year periods (from each anniversary of the Effective Date) unless terminated prior thereto pursuant to Sections 6.2 or 6.3 below. You may only use the PCVC Service during the term of the Terms of Service;
- 6.2 You may terminate the Terms of Service, and accordingly your right to use the PCVC Service, at any time by informing the OTN Service Desk at 1-866-454-6861, option 1;
- 6.3 You acknowledge and agree that OTN may terminate the Terms of Service, and accordingly your right to use the PCVC Service, at any time, upon thirty (30) days prior written notice to you.
- 6.4 In addition, OTN may (a) revoke your access to the PCVC Service immediately if you are found to be in breach of any of the terms of the Terms of Service or if any of the representations and warranties made by you in the Terms of Service cease to be true, and (b) if such breach is not cured to the satisfaction of OTN within thirty (30) days of the date your access to the PCVC Service was revoked, OTN may immediately terminate the Terms of Service. OTN shall not be liable to you or to anyone else for costs or losses arising from termination of access to the PCVC Service;
- 6.5 In addition, you acknowledge and agree that OTN reserves the right to lock your PCVC Service User account when activity has not taken place in a three month period. Should you wish to remain active, you must contact and receive approval from the OTN Service Desk (1-866-454-6861, option 1); and
- 6.6 Upon the termination of the Terms of Service, all of its terms shall be at an end, save and except those which expressly or by their nature are intended to survive termination. Without limitation, OTN shall not be liable to you for any costs or losses arising from termination of the Terms of Service.

Section 7 - Fees for Use of the PCVC Service

- 7.1 OTN sets fees for use of the PCVC Service, which are posted at www.otn.ca/fees. You acknowledge and agree that OTN can determine at its sole discretion that such fees shall change, and in the event of any such change, OTN will provide you with ninety (90) days prior written notice. You agree to pay such fees upon receipt of invoices from OTN unless the organization with which you are affiliated has agreed to pay those fees on your behalf. It is your responsibility to determine whether any such organization has agreed to pay them. If the organization fails to pay them, then you will be liable for their payment.
- 7.2 You acknowledge and agree that OTN is not and shall not be responsible for any costs related to your equipment or Internet service.

Section 8 - Additional Provisions

- 8.1 By electronically agreeing to the Terms of Service you agree to comply with the provisions set out in Appendix 1- Compliance with PHIPA; Appendix 2 – Additional Provisions.
- 8.2 If the Terms of Service are being agreed to by a Physician Corporation (as that term is defined in *Ontario Regulation 665/05 Health Profession Corporations to the Business Corporations Act*, R.S.O. 1990, c. B. 16), then by agreeing to the Terms of Service, the Physician Corporation and the physician agree that all references herein to the User or to you shall mean both the Physician Corporation and the physician and that the Physician Corporation and the physician shall be jointly and severally liable for the obligations set out herein, provided that those obligations which at law or in all practicality can only be met by a physician will be deemed to be obligations of the physician only (including by way of example only, the obligations pertaining to CPSO registration and OHIP billing numbers).

APPENDIX 1 - COMPLIANCE WITH PHIPA

Transmissions over the PCVC Service (and communications to OTN in connection with arrangements for such transmissions) may include PHI. As such, the User agrees to the following provisions.

A1.1 User Obligations – The User acknowledges and agrees that:

- a) as part of the PCVC Service, OTN may act as an “agent” for the User, and may also act as a “health information network provider” to the User (as such terms are defined in PHIPA), and, for greater certainty, OTN is not a “health information custodian” with respect to PHI handled in connection with the PCVC Service;
- b) OTN is only responsible for providing software required for the transmission of PHI through the PCVC Service and, in light of the foregoing, OTN cannot be responsible for other purposes for which the PCVC Service is used by users, nor for the privacy practices of users;
- c) the User is responsible for ensuring that the collection, use and disclosure of any PHI by the User in connection with the PCVC Service is in accordance with applicable law, and the User represents and warrants that, in collecting, using and/or disclosing PHI through the PCVC Service, the User, and thus OTN as its agent, is permitted or required to collect, use and/or disclose PHI, as the case may be;
- d) in the event that, through the PCVC Service or related functionality, the User is able to access PHI and confidential data that does not relate to the User or its patients, the User agrees not to access such information; and
- e) the User acknowledges that failure to comply with this provision, without limiting any other remedies of OTN, shall be grounds for immediate termination of the PCVC Service notwithstanding Section 6 of the Terms of Service.

A1.2 OTN Obligations – User acknowledges, and agrees that OTN will comply with PHIPA in connection with its performance hereunder. User acknowledges and agrees that, without limiting the generality of the foregoing:

- a) except as otherwise required by law, OTN shall not (i) use any PHI to which it has access in the course of providing the PCVC Service except as necessary in the course of providing the PCVC Service; or (ii) disclose any PHI to which it has access in the course of providing the PCVC Service;
- b) except as otherwise required by law, OTN shall not permit its employees or any person acting on its behalf to be able to access PHI collected by OTN on behalf of any user in connection with the PCVC Service unless the employee or person acting on OTN’s behalf agrees to comply with the restrictions on collection, use and disclosure of PHI set out herein;
- c) OTN shall notify the User at the first reasonable opportunity of becoming aware of any unauthorized access, use, disclosure or disposal of PHI provided by the User through the PCVC Service; and
- d) OTN shall provide on its website, and deliver to the User on request:
 - i) a plain language description of the PCVC Service that is appropriate for sharing with patients of the User to whom the PHI relates, including but not limited to a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of the PHI; and
 - ii) a written copy of the results of an assessment of the PCVC Service with respect to:
 - A) threats, vulnerabilities and risks to the security and integrity of the PHI; and
 - B) how such Services may affect the privacy of the individuals who are the subjects of the PHI.

A1.3 Safeguards – User acknowledges and agrees that for the purposes of PHIPA, the following are the administrative, technical and physical safeguards relating to the confidentiality of the PHI:

- a) the software encryption deployed by OTN protects PHI during videoconferences by ensuring that the electronic signal is secure through the industry specific and standard encryption technology while travelling between the site of the User and/or User and other OTN User certified sites over a network; and

- b) OTN uses physical, administrative and technological safeguards to protect PHI. Secure entrance systems, locked offices and filing cabinets are used to secure physical PHI. OTN restricts access to PHI to those who require it to fulfill their duties. OTN personnel (including contracted workers and students) sign a confidentiality agreement before accessing PHI or other confidential information at OTN. Policies, procedures and guidelines provide direction for data protection for those who access PHI to fulfill their job responsibilities. Technology safeguards to protect PHI travelling over the PCVC Service include authentication, authorization and accounting servers; industry standard encryption technology; firewalls; and intrusion detection and denial of service technologies.

APPENDIX 2 - ADDITIONAL PROVISIONS

A2.1 Limitation of Liability

- a) User acknowledges and agrees that, notwithstanding anything contained herein, none of OTN, its affiliates or any of their respective directors, officers, employees or agents shall be liable or responsible in any way for:
 - i) any Loss arising from a diagnostic, treatment, health care or other decision or action taken by any person;
 - ii) any Loss arising from the degradation or interruption of or lack of access to the PCVC Service; or
 - iii) any Loss arising from a claim asserted by a third party against User to the extent such claim is based upon a contention that the PCVC Service (or any portion thereof, including the PCVC Software used within the scope of the Terms of Service) infringes, directly or indirectly, any valid and enforceable patent, copyright, trade secret, trademark or other intellectual property right of any third party.

“Loss” for the purposes of the Terms of Service includes (without limitation) any expenses, costs, damages or liabilities or any causes of action, actions, claims, demands, lawsuits, inquiries, investigations or other proceedings. court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims, legal fees and expenses of investigation.
- b) Without limiting the generality of Section A2.1(a), in no event will OTN, or its directors, officers, employees, or agents be held liable for any Losses suffered by User in any way based upon, occasioned by, attributable to, or arising out of access to the PCVC Service, whether such claim arises in contract, tort (including negligence) or otherwise, even if it has been advised of the possibility of such damages in advance; except for, such Losses as are caused by:
 - i) the negligence of OTN or its directors, officers, employees or agents; or
 - ii) OTN’s breach of the Terms of Service.
- c) In no event will you or your directors, officers, employees or agents be held liable for any Losses suffered by OTN in any way based upon, occasioned by, attributable to, or arising out of access to the PCVC Service, whether such claim arises in contract, tort (including negligence) or otherwise, even if it has been advised of the possibility of such damages in advance; except for such Losses as are caused by:
 - i) the negligence of you or your directors, officers, employees or agents; or
 - ii) your breach of the Terms of Service.
- d) Neither party shall be liable to the other for any indirect, special, incidental, consequential (including losses arising from interruption of business) or punitive damages of any kind.
- e) User acknowledges and agrees that in the event that OTN becomes aware of a third party claim against a user of the PCVC Service of the nature described in Section A2.1(a)(iii), OTN shall notify User and OTN may, at its sole election, seek to procure or negotiate a license, for the benefit of all of its users of the PCVC Service, to perform or use any aspect, element, component, method, process, procedure or mode of operation alleged to infringe the PCVC Service (or any portion thereof, including but not limited to the PCVC Software).
- f) User acknowledges and agrees that OTN reserves the right to modify the PCVC Service, at any time, with or without notice to the User, provided that any such modification (i) does not materially reduce the functionality or quality of the PCVC Service, or (ii) is necessary to maintain the PCVC Service. OTN shall not be liable to the User, or to any third party, should OTN so exercise its right to modify the PCVC Service.

A2.2 Ontario Telemedicine Network Disclaimer

User acknowledges and agrees that, in each case without limitation:

- a) OTN shall provide the PCVC Service (including but not limited to the PCVC Software) on an “as is” and “as available” basis and the User agrees that the use of the PCVC Service shall be at its sole risk.
- b) OTN makes no warranty that the PCVC Service will meet the User’s requirements, or will be uninterrupted, timely, secure or error-free. OTN makes no warranty as to the results that may be obtained from the use of the PCVC Service.
- c) OTN does not guarantee any level of service availability, service quality or problem resolution time. However, with respect to the PCVC Service, OTN will use all reasonable efforts to proactively anticipate and prevent system failures, promptly respond to service outages, expedite problem resolution, communicate problem resolution plans and recommend and support alternative service provision modes.
- d) **OTN expressly disclaims all warranties whether express, implied or statutory, including but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of any third party intellectual property right and no advice or information, whether oral or written, obtained by User through use of the PCVC Service (including but not limited to the PCVC Software) shall create any such warranty on the part of OTN.**
- e) Any material and/or data downloaded (including but not limited to the PCVC Software) or otherwise obtained through the use of the PCVC Service or otherwise from OTN for use in connection with the PCVC Service shall be done at the User’s own discretion and risk, and OTN shall not be responsible for any damage or loss of data that may result from the download of such material and/or data.

A2.3 Changes to Specifications

User acknowledges and agrees that the computer hardware, software, OS, webcam, peripherals, bandwidth and other technical specifications required to use the PCVC Service may change over the term of the Terms of Service and OTN is under no obligation to support any specific configuration.

A2.4 Dispute Resolution

- a) All disputes between the parties concerning any matter arising under the Terms of Service shall be submitted for resolution to the Chief Executive Officer of OTN and User;
- b) If the Chief Executive Officer of OTN and User cannot resolve the dispute within a period of ten (10) days after submission of the dispute to them for resolution, either party may notify the other party in writing that it wishes to refer the matter to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) (such act, as amended or replaced, from time to time, the “**Act**”) within a further period of thirty (30) days.
- c) If either party serves a notice pursuant to Section A2.4(b), then such matter shall be determined by binding arbitration by a single arbitrator to be selected by the parties and failing such selection the arbitrator shall be appointed pursuant to the Act.
- d) Any arbitration hereunder shall be held at Toronto, Ontario unless the parties otherwise agree.

A2.5 General

User acknowledges and agrees that:

- a) The Terms of Service shall for all purposes be governed by and interpreted in accordance with the laws in effect in Ontario. Subject to Section A2.4, the parties hereby attorn to the jurisdiction of the Courts of Ontario.
- b) No right, duty or responsibility may be assigned or delegated, by either party under the Terms of Service, except with the written consent of the other party. Any attempted assignment without such consent shall be void and without effect. The Terms of Service shall be binding upon and shall enure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and permitted assignees.
- c) Except as specifically provided for herein, neither party is, nor shall it be deemed to be, a partner, joint venturer or an agent or legal representative of the other party for any purpose.
- d) If any provision of the Terms of Service are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the invalidity, legality or enforceability of the

remaining provisions of the Terms of Service shall not in any way be affected or impaired thereby so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to any party.

- e) Any express or implied waiver by either party of any breach of the Terms of Service shall not constitute a waiver of any other or subsequent breach. No provision of the Terms of Service shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by the party or a duly authorized officer of the waiving party, as applicable.
- f) Each party agrees to comply with all applicable laws in the performance of its obligations under the Terms of Service. In particular, User acknowledges and agrees that its access to and use of the PCVC Service shall comply with all federal, provincial and municipal laws, regulations and enactments including but not limited to in respect of PHIPA as set out in the Terms of Service.
- g) The Terms of Service and all Appendices thereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written, oral, express or implied, between the parties with respect thereto. In the event of any conflict between the main body of the Terms of Service and the Appendices, the Appendices will prevail.
- h) The Terms of Service may be amended, modified or supplemented only by a written agreement signed by each party; provided that OTN reserves the right to amend the Terms of Service at any time and at its sole discretion, upon providing not less than thirty (30) days written notice to User including but not limited to by adding, replacing or repealing one or more Appendices hereto. Any such amendments shall take effect thirty (30) days after such notice has been given or on such later date as is set out in such notice. Unless User provides OTN with notice to the contrary prior to the effective date of such amendment, User will be deemed to be bound by any such amendments.

APPENDIX 3 - BEST PRACTICES GUIDELINES

General Policies and Best Practices

- A3.1** User agrees to make all reasonable efforts to review and, where feasible, to follow any policies, guidelines, best practices and processes posted at otn.ca/en/members/pvc/ under the section “Resources 01 – Learn About”, as the same may be revised, developed and posted by OTN from time to time.
- A3.2** Nothing in this Appendix 3 shall relieve User of its own duties and obligations in the provision of telemedicine services.
- A3.3** To reduce the likelihood of privacy or security breaches when using the PCVC Service, the User acknowledges and agrees that:
 - a) It will:
 - i) Not use the PCVC Service in a public or unsecure environment where a clinical encounter may be viewed or overheard (e.g. airport, Internet café, open space at home);
 - ii) Use a strong password for all your passwords (e.g. power-on passwords, screensaver passwords, account passwords) with a minimum of eight (8) characters consisting of a mixture of alphabetic characters, special characters, and digits; Set your computer’s auto-lock feature to lock your screen after thirty (30) minutes or less of idle time; and
 - iii) Disconnect immediately from the PCVC Service if you are connected in error to the wrong site; and
 - b) It has read and are aware of the following best practices:
 - i) Use the PCVC Service in a room with window coverings that you can close (e.g. blinds) while using the PCVC Service;
 - ii) Use the PCVC Service in a sound-proof room, or with a head set or adjust the audio volume on your system to a low setting and mute your microphone when you are not speaking;
 - iii) Post a sign outside the door of the room in which you are using the PCVC Service, indicating a clinical session or private meeting is underway;

- iv) Disconnect immediately from the PCVC Service and/or contact the OTN Service Desk if someone connects in error to your system;
- v) Manually disconnect your system from a call if your session ends early;
- vi) Ensure the equipment used in connection with the PCVC Service has a robust information security program, e.g. anti-virus protection, anti-spam, anti-spyware, personal firewall, patch management, etc.; and
- vii) Before you call a room-based videoconferencing system, always check that the room is only occupied by the intended participants.

A3.4 If using the PCVC Service with wireless technology and/or from a mobile device, you agree that you are responsible for ensuring the security of the wireless connection and that OTN has no responsibility for any disruptions to service or breaches in patient security or privacy that may result from your use of wireless networking when using the PCVC Service. You also agree and acknowledge that:

- a) You must protect all your mobile devices with strong encryption, e.g. end-to-end communication encryption and encryption of any confidential information stored on the device, etc.;
- b) Extra security measures must be taken when using mobile devices with Bluetooth technology, such as: setting the device so Bluetooth is “off” by default; turn “on” Bluetooth only as necessary; keep devices set to “non-discoverable;” use as many characters as possible for Bluetooth PINs; and configure settings in a private location;
- c) You should enable mobile device management software which allows for the remote wipe, auto-lock, and geo-discovery of the device;
- d) You should always ensure you are using an encrypted link to access any local wireless network when conducting your telemedicine appointment or any confidential work; and
- e) OTN cannot remotely configure, monitor, certify or troubleshoot video devices or other computing devices connected wirelessly.