

1. OUR PHILOSOPHY.

Your trust is our greatest asset. We at Elliott Meditech Inc. (the owner of thepatientclinic.ca, hereafter "the Clinic") make every reasonable effort to ensure that your information held is confidential and secure. We disclose our information-security practices to you as clearly and fully as possible. These practices are reviewed regularly, and many of our business decisions, including Web design, technology selections, and third-party business relationships, begin and end with considerations for your privacy.

2. CHANGES TO POLICY.

While our philosophy will not change, the details of this policy will change over time as we add additional services and form relationships with new business partners. Please refer back to this page periodically. The date this policy was last revised will always appear at the top of the policy pages.

3. CONTACTING US.

If you have any questions about this Privacy Policy or our practices, please contact us at info@thepatientclinic.ca.

4. SCOPE OF THIS PRIVACY POLICY.

This Policy applies only to The Patient Clinic service.

5. SHARING AND USE OF INFORMATION.

5.1. You control access to your Personal Health Record (PHR), and decide with whom to share that information.

5.2 Via explicit permissions that you may give and revoke at any time you may share your Personal Health Record with others, hereafter known as "Care Providers". Care Providers may include but not be limited to trusted third parties (personal representatives and/or emergency contacts), medical doctors (family physicians, consulting specialist physicians & surgeons), laboratories & diagnostic imaging centres, pharmacies, hospitals and health authorities, therapists (physio/occupational/speech), social workers, dentist(s), alternative medicine practitioners, research organizations and provincial and/or national health agencies.

5.3. There are three sources of data for your Personal Health Record: 1) data you personally add or changes you make to the record 2) data added or changes made by Care Providers, and 3) feeds you personally authorize to update your health record. By accepting the terms of this Privacy Statement/End User Licensing Agreement (EULA) you authorize the Clinic to feed laboratory data, diagnostic imaging and other results from third parties to your Personal Health Record.

5.4 Upon revocation of permission to share your Clinic record with a Care Provider (hereafter “Revoked Care Provider”) the Revoked Care Provider will continue to have read-only access to your record as it existed at the time and date of the revocation of that permission (“hereafter “Revocation Date”). Changes to your Clinic record made subsequent to the Revocation Date will not be visible to a Revoked Care Provider. This requirement is analogous to the circumstance where a family physician is allowed to keep your medical record on file even though you no longer see that family physician. Indeed all physicians are required to retain a copy of such a medical record for a period of 7-10 years from the date of the last encounter with a patient¹.

5.5 It is your responsibility to protect your User ID/alias and Password, and thus your Personal Health Record, from unauthorized use. In the event an unauthorized third party captures your User ID/alias, and Password, that third party will have access to your records and be able to modify your records.

6. PHYSICAL SECURITY AND PRIVACY.

6.1. The physical security of your Personal Health Record is protected by the Clinic in many ways. The facilities that house the Clinic servers, network devices, backup storage media and other equipment and information are physically secured and attended. Access is strictly limited to only those individuals who require it for legitimate, documented business purposes. Those individuals will have access to the minimum amount of information necessary to accomplish their business purpose.

6.2. The Clinic takes all reasonable steps to provide secure transmission of your information from your computer to our servers. When you transmit personal information to us, we encrypt it using Secure Socket Layer (SSL), the industry-standard encryption technology. Encryption provides a secure means to protect your information as it passes over the Web to our servers. In addition, certain personally identifying information is encrypted in our database, to further protect this information from third parties.

6.3. The Clinic, by default, provides an anonymous username to new users. Users who choose to employ an alias instead of the anonymous username do so in the knowledge that the use of an alias affords less privacy.

6.4. The Clinic regularly evolves and updates our internal information security policies and our business continuity and disaster recovery plans. We perform risk assessment, security audits, and system test activities on an ongoing basis. Our employees and contractors receive training and reminders regarding information security and protecting the confidentiality of your information.

6.5. The Clinic employees and contractors have occasional, legitimate needs to access our data servers for purposes of system troubleshooting and maintenance. Such access is permitted only for those who have such needs — they access the minimum amount of

¹CMA Closing a Medical Practice and Physicians’ Responsibilities
for Patient Medical Records http://www.cma.ca/index.cfm/ci_id/52384/la_id/2.htm accessed Mar 23, 2009

information needed. All such individuals have signed confidentiality agreements with the Clinic and are periodically made aware of their obligations regarding user information. Access is controlled via pre-assigned user accounts that require multiple levels of authentication. All staff are periodically trained regarding security protection of their personal workstations. Our systems are monitored to detect breaches in security. Employees or contractors who violate our policies are handled accordingly, up to and including dismissal.

The Clinic is committed to meet or exceed regulatory and industry self-regulatory guidelines regarding privacy, confidentiality, and information security. It is our policy to review and adapt our privacy policy in accordance with statutes, regulations, formal private-sector standards, and informal policy guidelines as they apply.

7. SERVICES AND DISCLAIMER.

7.1. The Clinic is under the supervision of its Medical Director. The Medical Director is not a personal physician of the user. By accepting the terms of this Privacy Statement/EULA users of the Clinic acknowledge that the Clinic's Medical Director is not their personal physician and that no physician-patient relationship exists between the Medical Director and a Clinic user unless the Medical Director has accepted nomination by the user as one of the Clinic user's Physician partners.

7.2. The Clinic provides medical information for users. By accepting the terms of this Privacy Statement/EULA users of the Clinic acknowledge that medical information provided by the Clinic does not constitute medical advice and that no medical information should be acted upon except with the explicit approval of the user's personal physician.

7.3. The Clinic offers a number of services. Certain services, including laboratory data, diagnostic imaging and other result reporting, are dependent upon data feeds from third parties. The Clinic does not guarantee the accuracy of data obtained from third party feeds. The Clinic will make all reasonable efforts to ensure that such data are displayed accurately and in a timely manner. By accepting the terms of this Privacy Statement/EULA users release the Clinic from all liability from errors in third party data feeds, from erroneously displayed data and from medical complications occurring from interpretation of erroneous or incorrectly displayed data.

7.4. The Clinic offers assistance in the basic interpretation of laboratory and other result data displayed. This assistance does not constitute medical advice. By accepting the terms of this Privacy Statement/EULA users of the Clinic agree to not act on any displayed results or make assumptions with respect to their medical condition except with the explicit direction of their personal physician. By accepting the terms of this Privacy Statement/EULA users of the Clinic release the Clinic from all liability for medical complications occurring as a result of the interpretation of laboratory or other results displayed.

7.5. The Clinic may offer users suggestions regarding the management of medical conditions. By accepting the terms of this Privacy Statement/EULA users of the Clinic acknowledge that such suggestions do not constitute medical advice or prescription, and that these suggestions should not be implemented without the explicit approval of the

user's personal physician. By accepting the terms of this Privacy Statement/EULA users of the Clinic release the Clinic from liability for medical misadventure occurring as a result of implementation of any suggestions offered by the Clinic.

7.6 The Clinic, through its Q&A facility, offers a form of secure email between user & Care Provider. Although the Care Provider will endeavour to read and respond promptly to Q&A communications from the user, the Care Provider cannot guarantee that any particular Q&A communication will be read and responded to within any particular period of time. By accepting the terms of this Privacy Statement/EULA users of the Clinic acknowledge:

1. they will not use Q&A communication for medical emergencies or other time-sensitive matters
2. that Q&A communication is supplementary to & not a substitute for timely in-person Care Provider-patient encounters.
3. they are responsible for following up on a Care Provider's Q&A communication and for scheduling in-person appointments where warranted or requested.
4. if a user Q&A communication is perceived by the user to require a response or invites a response from the Care Provider and the user has not received a response within a reasonable time period from the Care Provider it is the user's responsibility to follow up using an alternative medium (telephone or in-person visit) to determine whether the intended Care Provider received the email and when the intended Care Provider will respond.

8. DATA MINING AND USE.

8.1. You control the use of the data in your Personal Health Record. Except as expressly disclosed to you no use of your Personal Health Record information will be made without your express consent. Further, should you rescind permission to use your personal data, you can request that thepatientclinic.ca delete all of your records. Such a request will not influence the standard of healthcare you receive except to the degree that services provided by thepatientclinic.ca are limited by the deletion of those data.

8.2. The Clinic collects and uses network utilization and activity statistics so we can understand the ways in which our sites and services are being utilized. These data are stored anonymously and are only used in the form of aggregated statistics. These aggregated, anonymous data may also be shared with business partners. It is our policy not to use activity related data to target our users with solicitations of any kind.

8.3. Aggregate population statistics may be collected from time to time and in the event that such statistics are collected, these statistics will be collected in accordance with the BCMA position on Patient Privacy (in which implied consent in the delivery of direct patient care and explicit consent in all other instances is embraced²).

² BCMA, New Privacy Legislation in Force, http://www.bcma.org/files/New_Privacy_Legislation_Now_in_Force.pdf , Accessed Mar 23, 2009

8.4. Where explicit patient consent is required it is sought with the identifying purpose made clear, anonymity where possible, and the data provided limited to requirements. Reiteration for repeat uses, even if identical, is always sought, with every reasonable safeguard to ensure the security and accuracy of all information, not just that disclosed. Disclosures of information are documented and available for review by the patient³.

8.5. In the event a medical consultation is requested by you, or one of your selected Care Provider medical doctors, your entire health record will be shared with the consulting physician. This sharing event will be recorded and any updates to your record provided to thepatientclinic.ca by the consulting physician will be added to your record. Thepatientclinic.ca embraces the principle of implied consent as per the BCMA, and extends it by formalizing this intended medical use of the information in this document.

9. USE OF COOKIES AND WEB BEACONS.

We use cookies to maintain application state data for the duration of your current session login. Other sites cannot use cookies created by our sites, and we do not use cookies to track your activities outside of our own sites.

9.1. A cookie is a small text file that Web sites use to recognize a user. At its simplest, cookie technology works by carrying a unique ID generated by the server that creates the cookie. A cookie does not pose a threat to the computer that accepts it.

9.2. The Clinic may also employ Web beacons from third parties to help us compile aggregated statistics and determine the effectiveness of our promotional campaigns. We prohibit Web beacons on our sites from being used by third parties to collect or access your personal information. We may collect information about your visit to the Clinic portal website, including the pages you view, the links you click, and other actions taken in connection with the Service. We also collect certain standard, non-personally identifiable information that your browser sends to every Web site you visit, such as your IP address, browser type and language, access times, and referring Web site addresses:

1. to assist in delivering cookies on our sites
2. to enable us to count users who have visited those pages
3. to deliver co-branded services

We may include Web beacons in promotional e-mail messages or in our newsletters in order to determine whether messages have been opened and acted upon.

10. LEGAL REQUESTS.

The Clinic cooperates with law enforcement inquiries as a matter of policy. We use IP addresses and other available information to attempt to identify a user when we are legally compelled to do so or when we feel it is necessary to protect our services, sites, customers, or others.

³ BCMA, Ten Principles Protecting Patient Information,
http://www.bcma.org/files/Ten_Principles_Protecting_Patient_Info.pdf, Accessed Mar 23, 2009

11. GENERAL LEGAL DISCLAIMER.

Unfortunately, no data protection method or combination of methods can be guaranteed 100 percent secure. We take all reasonable steps to protect your personal information as described throughout this policy, but we cannot ensure or warrant our ability to do so. As a result, you use the Clinic content, products, and services at your own risk. The Clinic will not be liable for disclosures of your personal information due to errors in transmission or unauthorized acts of third parties.