

TELUS Baby Health Agreement

1. This Agreement

These user terms (“Agreement”), as amended from time to time, contain the terms and conditions that govern your use of the Application (as defined below). You agree to comply, and to cause all persons who use the Application to comply, with the terms and conditions of this Agreement. As you read through this Agreement, please note that: “us”, “our” and “TELUS Health” refer to TELUS Health Solutions Inc.; and “you” and “your” refer to you, as a user of the Application.

The Application is not intended for use in the diagnosis, cure, treatment or prevention of disease. Seek medical assistance or contact emergency care as required.

By clicking “accept” or using the Application you agree to be bound by the Agreement. If you do not agree with terms and conditions of the Agreement, you must click “decline” and you may not use the Application.

2. Service Description

The Application allows you to manage your baby’s health information, including growth measurements, immunization history, medication history, allergies and important contacts. You are also able to access articles and videos pertinent to your baby’s week-by-week development.

You can register and create a Service account (“Service Account”) that contains one or more individual health records (each a “Record”), one for each of your babies. This Application is intended to track children under 18 months in age.

The Application and all intellectual property rights therein are the sole property of TELUS Health. TELUS Health grants you a personal, revocable, non-exclusive, non-transferrable, non-sub-licensable, limited license to install and use the Application on your device. You agree that your use of the Application and access to all material and content forming part of or related to the Application, shall be at your sole risk.

3. Duration/Termination

This Agreement is effective until terminated by TELUS Health or you. TELUS Health may, in its sole discretion immediately terminate this Agreement at any time and for any reason. In addition, your rights under this Agreement will automatically terminate without notice from TELUS Health if you fail to comply with any terms of this Agreement. Upon termination of this Agreement, you will stop using the Application and uninstall the Application from the device. TELUS will not be liable to you or any third party if TELUS Health terminates this Agreement.

You may terminate this Agreement at any time for any reason by deleting your Service Account. You can delete your Service Account by contacting TELUS Health through the Application. Upon termination, TELUS Health will, after the expiration of a 90-day period, permanently delete data within your Service Account, subject to TELUS Health's standard back-up procedures.

4. Fees

The Application is provided free of charge. However, you may incur third party data costs associated with an Internet connection when you install or use the Application including Application updates and activities. You are responsible for your use of the Application (including all third party data costs).

5. Use of the Application

In order to use the Application, you must be a resident of Canada. While you may decide to authorize others, including healthcare providers, to have access to your Service Account (or record), the information stored in your Service Account is not intended to be and should not be used for diagnosis or treatment. The accuracy and completeness of the data within your Service Account is solely within your control, therefore it may not always be accurate or up-to-date and should be viewed by any health care provider as informational only (it being understood that if you authorize any health care providers to access any record within your Service Account it is your obligation to inform the health care provider of the foregoing limitations).

You can only use the Application for your own individual use, with a compatible device and in compliance with law. The performance of the Application may depend on the speed of the Internet connection, the device specifications and memory storage, and other technical conditions which may be outside of TELUS Health's control.

You consent to receiving communications from time to time related to the Application, including updates, modifications or enhancements to the Application or any other service announcements, directly through the Application through push notifications, or via SMS or email. You consent to TELUS Health electronically updating, modifying or enhancing the Application, and agree that this Agreement will apply to all such updates, modifications or enhancements, unless accompanied by a separate or updated agreement.

In using the Application you will not violate the Agreement set forth herein, which includes without limitation that you will not (or authorize or permit any other party to):

- use the Application to perform any activity that violates any applicable laws and/or use the Application to transmit or send any inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
- engage in any activity that could compromise the security of or disrupt or interfere with the Application or any network or computers on the Internet or disrupt or interfere with the services of any third party;
- invade anyone's privacy by any means including but not limited to, by (i) misrepresenting the source of anything you post, including impersonation of another individual or entity; (ii) attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their foreknowledge and willing consent;
- knowingly provide false or misleading information;
- circumvent, decrypt or bypass any technology that TELUS Health uses to protect the Application, our customers and their information;
- perform any activity that would harm or disrupt another user's computer or would allow others to illegally access software or bypass security on Web sites, or servers, including but not limited to spamming;
- use the Application in a way that harms us or our affiliates, resellers, vendors and/or Application or Device partners;
- resell, rent or redistribute the Application, or any part of the Application; and
- disassemble, decompile, or reverse engineer any software included and/or use in the Application, except and only to the extent that the law expressly permits this activity.

From time to time and without prior notice to you, TELUS Health may change, expand or improve the Application. TELUS may also, at any time, withdraw part or all of the Application from the applicable app store. Any change, expansion, improvement or withdrawal of the Application will be done in TELUS Health's sole and absolute discretion and without an ongoing obligation or liability to you. Your use of the Application does not entitle you to the continued use or availability of the Application. You are under no obligation to use or continue to use the Application, and may temporarily or permanently cease to use the Application without notice to TELUS Health.

6. Privacy

You consent to TELUS Health collecting, using and storing the User Information for: (a) creating and managing your Application user profile and facilitating any other Application functionality (b) to evaluate and improve the Application; (c) to market and promote TELUS products and services or products and services from third parties; (d) notifying you about changes to the Application and updates to this Agreement; and (e) for the additional purposes identified in the TELUS Health Consumer Privacy Commitment. This notice will serve as your sole notice that installing and using the Application will result in the collection, use and storage of User Information by TELUS Health, and you may not receive any subsequent reminders or further notice. Please refer to the TELUS Health Privacy Commitment for details about refusing or withdrawing your consent.

“User Information” means all user profile information (e.g. first name, last name, email address, password, a 4-digit PIN for simple authentication and your child’s first and last name, gender (optional) and birth date (optional) and all information entered into the Application either manually or via a third party source.

Read more about TELUS’s privacy commitment or privacy code here: www.telus.com/healthprivacy.

7. Warranty and Disclaimer

A variety of information, text, graphics, videos and other materials (“Content”) is provided by TELUS Health and TELUS third-party suppliers and available through the Application. TELUS Health cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content and it is provided “As-is”. The Content available is provided with the understanding that neither TELUS Health nor its suppliers are engaged in rendering medical, counseling, legal or other professional services or advice. Such Content is intended solely as a general educational aid.

Except as expressly set forth in this Agreement and to the fullest extent permitted by the law that applies to your jurisdiction, we provide the Application “as-is” and “as available” with no additional representations, conditions or warranties, either express or implied, including without limitation those of merchantability, merchantable quality, durability, quality, fitness for a particular purpose, workmanlike effort and non-infringement. We do not guarantee timely, error-free or uninterrupted service or the accuracy or timeliness of information available from the Application. The Application may fail or be interrupted for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations of the systems of telecommunications companies, emergency or public safety requirements, or causes beyond TELUS Health’s reasonable control.

The Application does not provide medical or any other health care advice, diagnosis or treatment and is not intended to substitute the knowledge, expertise, skill and judgment of healthcare professionals. The Application is not intended to be subject to Canadian medical device regulation. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition, diet, fitness or wellness program. Never disregard professional medical advice or delay in seeking it because of information you accessed on or through the Application. We do not operate, control or supply any information, product, or service that is not clearly identified as supplied by TELUS Health.

8. Liability Limitation

To the fullest extent permitted by law, in no event will TELUS Health and its affiliates, and their officers, directors, shareholders, employees, agents and subcontractors be liable for any damages (including incidental, special, indirect, consequential or punitive damages, damages for loss of profits, revenue, opportunity, loss of data or business interruption), arising out of or related to your use or inability to use the Application, however caused.

9. Linked Sites

The Application may contain links to other web sites that are not under the control of TELUS Health. TELUS Health is not responsible for and makes no representations or warranties concerning the material or content of any linked site, any information collection, use or disclosure practices through a linked site or any link contained in a linked site, which also include our participation in the Amazon Associates Program, an affiliate advertising program designed to provide a means for us to earn fees by linking to Amazon and affiliated sites (collectively the “Linked Sites”). It is your responsibility to verify any material or content contained within the Linked Sites before relying on it. Also, the material or content contained in the Linked Sites may be changed or updated at any time without notice. TELUS Health provides links to you only as a convenience and the inclusion of any links do not imply endorsement, investigation or verification by TELUS Health of the Linked Sites. Your use of Linked Sites is at your own risk and may be subject to terms and conditions contained in the Linked Sites, which you should locate and review. You will, at your expense, defend and indemnify TELUS Health from and against any claims or actions of third parties against TELUS Health in connection with your use of the Linked Sites.

10. General

Except as expressly stated herein, this Agreement constitutes the entire agreement between you and TELUS Health with respect to your use of the Application. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining provision shall be valid and enforceable. The failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

You agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and you agree to be bound by the laws of these jurisdictions.

C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. It is the express wish of the parties that the present Agreement as well as all documents related thereto be drafted in English.