



## VIRTUAL VISITS VERIFICATION PROGRAM TERMS AND CONDITIONS

*Please note these Terms are subject to change without notice.*

Last Update: July 14, 2025

Version: 3.0

### 1. Virtual Visits Verification Program

- 1.1. In support of the Ontario Ministry of Health's (the "Ministry") Digital First for Health Strategy and pursuant to the *Connecting Care Act*, Ontario Health has established a provincial standard for virtual care solutions through the Virtual Visits Verification Program ("VVV" or the "Program"). VVV operates a process to enable virtual care solutions, whether they are vendor developed and operated, or are innovative pilots, projects, or programs, developed and operated by one or more health service provider(s), which may include solo practitioners, clinics, home and community care organizations, hospitals or any other health service provider ("HSP"s or "HSP Innovators"), type that is fully or in part funded by the Ministry to become verified and validated. In cases where multiple HSPs are collaborating in an innovative pilot, project, or program, a Lead HSP ("Lead HSP") will be responsible for the obligations of the HSP collaborative and will represent the HSP collaborative ("Collaborative") in submitting to become verified and maintain ongoing compliance with program requirements. A Solution Provider may be a vendor, a Health Service Provider Innovator (HSP Innovator), or a Local Solution Provider. HSP Innovators may have developed, procured, and/or implemented a non-commercial virtual care solution, independently or in partnership with other Health Service Providers and/or Solution Providers, in the form of a collaborative, and are fully or in part funded by the Ministry of Health. A Local Solution Provider is a Solution Provider that has deployed and self-hosts a unique instance of a vendor's software ("Local Solution Provider"). Solution Providers are required to meet all Mandatory Requirements for patient-to-provider video and/or secure messaging, as applicable and as specified in the Virtual Visits Solution Requirements ("Requirements"). HSP Innovators may under certain conditions gain approval for a variance where, if justifiable, one or more Mandatory Requirements may not be met at the time of submission. Program information, including the Requirements and the Verified Solution List, can be found on the Verification Site at [Virtual Visits Verification Standard | Ontario Health](#).
- 1.2. These terms and conditions ("Terms") govern the overarching relationship between Ontario Health ("OH") and Solution Providers (referred to herein as "you" or "your") and outline the conditions for becoming verified and for maintaining ongoing compliance with program requirements.
- 1.3. VVV enables Solution Providers to attest to and demonstrate that their solutions support safety, privacy, and security enhanced virtual visits (videoconferencing and/or secure messaging) enabled for interoperable health information exchange. To that end, Ontario Health will maintain and make available through its [www.ontariohealth.ca](http://www.ontariohealth.ca) website a [Verified Solutions List](#) of participating Solution

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Providers that attest to and demonstrate, up-front and on an annual basis, that they meet all Mandatory Requirements. Ontario Health recommends that Solution Providers work towards meeting Recommended Requirements as they may become Mandatory in a future version of the Requirements.

- 1.4. [Ontario Health's Verification Site](#) is used by virtual care Solution Providers to understand the VVV Program, its supporting processes and their obligations within it, and by HSPs to identify solutions that Ontario Health has verified that meet all Mandatory Requirements. A current version of the Terms is available online at [Virtual Visits Verification Standard | Ontario Health](#). You are responsible for reading any revised Terms and complying with same. In the event of a conflict between these Virtual Visits Verification Program Terms and Conditions and the Ontario Health Website Terms and Conditions, these Terms shall govern, but only as it relates to the VVV Program.
- 1.5. The VVV Program and Requirements were developed in consultation with the Ministry, OntarioMD and other healthcare stakeholders across the province. The Office of the Information and Privacy Commissioner of Ontario ("IPC") is consulted with respect to the program in general.
- 1.6. HSP use of a verified solution is completely voluntary, however, may impact eligibility for provincial programs.

## 2. The Submission Process

- 2.1. Information regarding the VVV Program and submission criteria are detailed at [Virtual Visits Verification Standard | Ontario Health](#).
- 2.2. To qualify, Solution Providers must submit the following:
  - 2.2.1. Attestation Letter;
  - 2.2.2. Schedule A: Solution Provider and Solution Information;
  - 2.2.3. Schedule B: Conformance with Solution Requirements;
  - 2.2.4. Schedule C: Privacy Requirements;
  - 2.2.5. Schedule D: Security Requirements; and
  - 2.2.6. Schedule E: Software Supply Chain Management Procurement Questionnaire.
  - 2.2.7. Schedule F: Local Solution Provider Security Operations Control Requirements
- 2.3. Further details regarding Schedule A, Schedule B, Schedule E, and Schedule F can be found in the respective schedules of the Attestation Letter. For further details regarding the requirements of Schedule C and Schedule D, kindly refer to the Requirements.
- 2.4. As a first step in the process, Solution Providers that are interested in becoming verified are required to request from Ontario Health a submission package via email at [verification@ontariohealth.ca](mailto:verification@ontariohealth.ca).
- 2.5. As part of your submission, you must include an Attestation Letter where only the variables identified in open text fields may be modified, any other modifications to the letter will result in your submission being rejected. It is your responsibility to ensure that you attest to meeting the current version of the

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Virtual Visits Solution Requirements. The Attestation Letter is an agreement between the Solution Provider and Ontario Health where the Solution Provider attests to meeting all Mandatory Requirements as specified in the Requirements and to their responsibility to inform Ontario Health should they not, or potentially not, comply with any Mandatory Requirement.

- 2.6. In cases where all submission criteria are not met, Ontario Health will notify you of same and you may re-submit after having remediated any identified gaps. Provision of all submission criteria does not guarantee that your submission will be successful or that your solution will be listed on the Verified Solutions List. Solution Providers are permitted to re-submit to become verified at their own discretion.
- 2.7. There are no fees applicable to the VVV Program. Notwithstanding the foregoing, you hereby understand, acknowledge, and agree that you shall remain responsible at all times for all costs associated with the preparation of your submission and ongoing compliance with program requirements, and for ensuring that your solution and services meet all Mandatory Requirements.

### **3. The Virtual Visits Verification Program**

- 3.1. Ontario Health operates the VVV Program which involves the following responsibilities:
  - 3.1.1. Establishing, operating, and updating the VVV Program;
  - 3.1.2. Authoring and updating the Virtual Visits Solution Requirements;
  - 3.1.3. Receiving and reviewing Solution Provider submissions;
  - 3.1.4. Determining whether a Solution Provider submission meets or fails to meet all Mandatory Requirements (“Verification”);
  - 3.1.5. Oversight of the validation testing function, performed by a designated third party, where solutions demonstrate compliance with Mandatory Requirements through testing and submission of substantiation materials (“Validation”);
  - 3.1.6. Oversight of compliance monitoring, annual Re-Attestation, and Re-Validation testing, and submission of updated privacy and security documentation;
  - 3.1.7. Publishing solutions on the Verified Solutions List and withdrawing solutions that are determined to be non-compliant with one or more of the Mandatory Requirements;
  - 3.1.8. Managing service partnerships where Ontario Health designates other organizations as responsible for certain activities and functions; and
  - 3.1.9. Communication and ongoing engagement with Solution Providers and HSPs.
- 3.2. You hereby agree and acknowledge that:
  - 3.2.1. Ontario Health will engage key external stakeholders with whom your Confidential Information is shared (“Third Parties”); and
  - 3.2.2. You have all rights, and have obtained all necessary consents, to provide the Confidential Information in your submission to Ontario Health and Third Parties.
- 3.3. You agree to cooperate with regular reviews and provide all necessary information as requested by Ontario Health, or its Third Parties, to ensure Ontario Health’s ability to administer the program.

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**3.4.** Ontario Health will accept and review submissions as they are received; no priority will be extended to any Solution Provider. Furthermore, Ontario Health provides no guarantee on the length of time to complete review of submissions, to validate solution compliance, or to publish successfully verified solutions on the Verified Solutions List. Solution Providers and HSPs are encouraged to email [verification@ontariohealth.ca](mailto:verification@ontariohealth.ca) with questions about the VVV Program.

**3.5.** There are two components to Verification in the VVV Program which include Attestation and Validation which are outlined below.

**3.6. Attestation**

**3.6.1.** Based on the package provided by Ontario Health following the Solution Provider’s expression of interest in participating in the VVV Program, sent via email, Solution Providers will complete the submission (the “Submission”), including the Attestation Letter and Schedules A to E, and in the case of Local Solution Providers, Schedule F.

**3.6.2.** The Submission will be complete with all mandatory business and solution information as required and signed by the CEO, or other individual with authority to bind the organization.

**3.6.3.** Completion and provision of the Submission will mean the Solution Provider’s acknowledgement and acceptance of the Terms, disclaimers, and compliance with the Requirements.

**3.6.4.** In the Submission, Solution Providers must attest to meeting all Mandatory Requirements.

**3.6.5.** Ontario Health will review the Submission and follow up with Solution Providers as necessary for clarity and/or requests for missing information.

**3.6.6.** Successfully completing the Attestation component of the process enables Solution Providers to progress to Validation.

**3.6.7.** Ontario Health will provide Solution Providers with remediation guidance on required updates, changes, or revisions to their solution and/or submission in instances where Ontario Health has determined that a Submission has failed to meet all requirements.

**4. Validation**

**4.1.** Validation will occur immediately after Attestation. Solution Providers will work with Ontario Health and designated third parties to demonstrate compliance with Requirements through Validation testing and submission of substantiation materials.

**4.2.** Should Ontario Health identify any issues, Ontario Health, or its designated Third Party will notify you of same in order for you to remediate.

**4.3.** After successful completion of the Attestation and Validation components of the process, solutions are listed on the Verified Solutions List.

**4.4.** Failure to successfully complete Validation will preclude the solution from being listed on the Verified Solutions List.

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- 4.5. Re-Attestation is required on a yearly basis.
  - 4.6. After the initial Validation, Re-Validation must be performed every three years thereafter on or before the anniversary date of the solution being listed on the Verified Solutions List (or if the anniversary date falls on a weekend or holiday, the next business day). Ontario Health or its designate performs Validation testing and receives from Solution Providers substantiation materials. In cases where a solution that has been Verified for either video or secure messaging elects to verify a modality that was not originally verified, the solution must pass Validation in order for the additional modality to be listed on the Verified Solutions List. If a material change has been made to the solution, Validation testing may be required to be performed in order for the solution to maintain its status in the program.
  - 4.7. Validation is performed on a 3-year cycle where every third year, a complete end-to-end validation session and submission of substantiation materials is required. Where a material change has been made to the solution prior to third year, delta Re-Validation testing sessions will be performed on an as needed basis.
  - 4.8. Solution Providers must notify Ontario Health should they identify any solution changes to video and/or secure messaging, the technologies and data sub-processors that enable these functionalities, including but not limited to, software version upgrades and cybersecurity events, that may impact compliance with Mandatory Requirements. While sub-processors will have or potentially will obtain access to the personal information or personal health information of the Solution Provider's users or customers, the Solution Provider remains responsible for their solution, including but not limited to any sub-processors that may be used, and its compliance with the Mandatory Requirements.
  - 4.9. The Virtual Visits Solution Requirements will be updated periodically and where changes may impact compliance with Mandatory Requirements, Solution Providers must notify Ontario Health. Ontario Health will send change notifications to Solution Providers via the email address(es) provided by you in Schedule A. It is your obligation to ensure that you notify Ontario Health, via email sent to [verification@ontariohealth.ca](mailto:verification@ontariohealth.ca), should the information you included in Schedule A change. The Solution Provider's privacy and security subject matter experts, or third parties if contracted, must be identified, with industry credential(s) specified, in Schedule A, and are deemed responsible person(s) for maintaining ongoing compliance with Mandatory Requirements, as is the signatory to the Attestation on behalf of the Solution Provider.

## 5. Variance

- 5.1. This section only applies to HSP Innovators. Under certain conditions, HSP Innovators may be verified on a Variance basis. HSP Innovators can apply for a time limited Variance where they believe there is justification for an exemption to one or more Mandatory Requirements. Ontario Health applies discretionary authority to determine whether a temporary exemption is in the public's best interest ("Variance"). HSP Innovators, whether or not they are seeking a Variance, are required to submit an HSP Innovation Intake Form that is provided by Ontario Health upon request. HSP Innovators are required in their submission for a Variance to specify when they expect to meet all Mandatory

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Requirements, and if there is no path to meet all Mandatory Requirements, to express clear and convincing justification as to why it is in the public's best interest for them to continue to be exempt.

- 5.2. HSP Innovators with an approved Variance will be identified as such on the Verified Solutions List. A Variance can be withdrawn by Ontario Health at any time. A Variance is required to be renewed annually at the time of Re-Attestation.

Where a Variance is requested, the HSP Innovator, or in the case of a collaborative, the Lead HSP Innovator, shall present an evaluation plan up front, and documentation including reports, analyses, and other information as requested by OH. These are required to be provided on an annual basis at the time of Re-Attestation. HSP Innovators need not be involved with grant funded research studies. The scope of evaluation may be technical, workflow, health outcomes or any other meaningful analysis.

- 5.3. Exemptions will not be granted if they are deemed to place patients and/or personal health information at significant risk.

## 6. **Dispute Resolution**

- 6.1. Any disagreement, dispute, or inquiry regarding the inclusion, suspension, or removal from the Verification Site ("Dispute") that arises through the VVV Program must follow the dispute resolution process detailed below. At all times the parties will make all reasonable efforts to resolve the Dispute.
- 6.2. Any Dispute may be escalated in writing to Ontario Health's VVV Program team at [verification@ontariohealth.ca](mailto:verification@ontariohealth.ca).
- 6.3. The VVV Program Manager, or designate, will assess the Dispute and engage with you to ensure understanding by both parties of the issue in dispute, to ensure that the Dispute is appropriately documented and to discover whether the Dispute may be resolved by you and Ontario Health's Program Manager.
- 6.4. If resolution is not achieved, the Dispute will be escalated to the Program Director, and thereafter to one or more members of Ontario Health's Digital Executive Team (DXT), to determine an appropriate course of action. Where required, matters will be escalated to Ontario Health's Chief Executive Officer (CEO), or the CEO's delegate, who maintains final decision-making authority.

## 7. **Ongoing Solution Provider Obligations and Yearly Attestation**

- 7.1. To maintain your solution listing on the Verified Solutions List, you must comply with the current Mandatory Requirements. You will be required to submit a yearly Attestation to this effect. Should there be changes or enhancements to your solution or services that impact governance, accountability, privacy and/or security, you may be required to submit updated documentation that may include assessments, audits, or certifications.

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- 7.2.** You acknowledge and understand that if you are no longer able to meet any Mandatory Requirement(s) that the status of your solution listing may change to reflect ‘Under Review’ or may be ‘Withdrawn’ should you be unable or unwilling to remediate identified compliance gaps. Solution Providers that are not compliant and elect to remediate are required to submit to Ontario Health a remediation plan that Ontario Health will review, and then if deemed satisfactory to address identified gaps, accept and confirm that the solution is in good standing. A remediation plan is a written summary, submitted by the Solution Provider to Ontario Health, specifying the Requirement(s) where compliance gaps have been identified, the actions the Solution Provider plans to take to resolve identified gaps, and the timeline for resolution. In the case of HSP Innovators, a remediation plan is required for a Variance. In such cases, a remediation plan to achieve full compliance is not required. Withdrawn status reflects solutions that fail to remediate, or elect to leave the program, that are moved from the Verified Solutions List to the Withdrawn Solutions List. Migration from the Verified Solutions List to the Withdrawn Solutions List takes place 60 days from the date the Solution Provider receives a Notice of Withdrawal from Ontario Health. During the 60-day period, the solution remains on the Verified Solutions List with a notation that it will be moved to the Withdrawn Solutions List by a specific date. Withdrawn solutions shall remain on the Withdrawn Solutions List for a period of 6 months. Withdrawn solutions may re-submit to become Verified no sooner than 6 months from the date they are removed from the Withdrawn Solutions List.
- 7.3.** All Variance cases must be re-assessed annually. In cases where a remediation plan was agreed to, the HSP Innovator is required to demonstrate that remediation has been complete through Validation testing, submission of substantiation material and/or submission of privacy and security documentation, according to the agreed to timeline in the remediation plan.
- 7.4.** HSPs, healthcare organizations and providers may have other obligations under the *Personal Health Information Protection Act, 2004* (PHIPA) or may as a best practice have additional requirements for Solution Providers to meet and/or require additional implementation risk assessments or testing to be conducted. Your organization is responsible for ensuring that your solution complies with all applicable laws. The submission of substantiation materials and participation in the VVV Program does not necessarily constitute that the Solution Provider or their solution complies with PHIPA, or that if a clinician or HSP uses the solution, that they are in compliance with PHIPA.

## **8. Notification of Status Change by Solution Providers**

- 8.1.** Solution Providers shall notify all users of their solution of the change in status of their solution upon becoming aware of any change in status to their solution under the VVV Program. This includes a change in status from Verified to Under Review or Withdrawn.

## **9. Integration**

- 9.1.** Where a Solution Provider or solution relies on a Third-Party service provider in order to meet Mandatory Requirements, the Solution Provider shall provide the information requested in Schedule A of the Attestation Letter relating to the third-party service provider (“Third Party Solution

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Information”). The solution should demonstrate seamless integration with the third-party service provider, which should include elements such as: Single sign-on etc.

## **10. VVV Program Administration**

- 10.1.** Ontario Health may send out mandatory surveys and requests for information. When this occurs, Solution Providers must respond in a prompt and timely manner. Ontario Health may conduct market scans from time to time and may contact you to participate in such market scans where your participation is voluntary.
- 10.2.** No Solution Provider will be extended preferential treatment or promoted in favour of another as a result of participating in the program. For clarity, Ontario Health will in no way be involved in any procurements performed by health care providers or organizations.
- 10.3.** Ontario Health will administer the Program and maintain the Verified Solutions List as long as the Ministry determines it is of value to the healthcare community within Ontario. Ontario Health has no obligation to the Solution Provider beyond those expressly stated in these Terms.

## **11. Reserved Rights**

- 11.1.** In addition to any other reserved rights detailed herein, whether express or implied, Ontario Health hereby reserves its rights to alter, augment, and change the VVV Program or supporting documentation and requirements, at any time. In such event, you may be asked to submit additional documents and partake in additional assessments, reviews, or Validation to maintain inclusion on the Verified Solutions List. Additionally, this could require Re-Attestation. You acknowledge and understand that failure to do so could result in your solution status being changed or your solution being moved from the [Verified Solutions List](#) to the [Withdrawn Solutions List](#).
- 11.2.** Ontario Health hereby reserves its rights to remove a solution listing at any time, including but not limited to, situations where there is conflicting information provided by the Solution Provider.

## **12. Privacy and Confidentiality**

- 12.1.** Ontario Health is designated as an ‘institution’ within the meaning of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”) and as a result, all persons may have a legal right of access to information in the custody and/or control of Ontario Health, subject to a limited set of exemptions. Notwithstanding any provision in these Terms, you acknowledge and agree that these Terms and any records or information related to the VVV Program, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a party, an order of the Information and Privacy Commissioner, or as otherwise required under applicable law. If your organization is designated as an ‘institution’ within the meaning of FIPPA, Ontario Health acknowledges and agrees that these Terms and any records or information related to the VVV Program, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a party, an order of the Information and Privacy Commissioner, or as

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otherwise required under applicable law. In the event Ontario Health receives a Freedom of Information request through FIPPA, notice will be provided to any individual wherein their personal information, records (both as defined by FIPPA), Confidential Information or any eligible information will be disclosed through this process. Such notice will provide the following information: (i) the legal authority for the collection; (ii) the reason for the collection; and (iii) who to contact for more information.

- 12.2.** Ontario Health will only collect personal information where the collection is specifically authorized by law, used for the purposes of law enforcement or necessary for the administration of a lawfully authorized activity. Ontario Health will only use and disclose personal information as allowed or required by law.
- 12.3.** In the context of this Program, Ontario Health’s authority to collect personal information is pursuant to the *Connecting Care Act*, and Ontario Health’s Memorandum of Understanding and Accountability Agreement with the Ministry.
- 12.4.** To administer the VVV Program, Ontario Health will maintain and operate the Verification Site and collect, use, and retain information, as it is obtained through interaction with the site. This may include IP addresses.
- 12.5.** The Verification Site and related webpages will be available in the public domain. You hereby understand, acknowledge, and agree that, if you are successful in becoming Verified, your solution and your organization’s name will be published on the Verification Site. Certain information relating to your solution and your organization, as captured in Schedules A and B, will be published in association with your solution listing.
- 12.6.** “Confidential Information” means all information or data disclosed by you in connection with your submission and any subsequent discussion related to the VVV Program and/or the Virtual Visits Solution Requirements, that you clearly identify, mark and note as confidential, including, but not limited to, programs, codes, methods, techniques or process, formula, design, prototype, device, equipment or machine, financial information , PIA and TRA summaries, responses to the Schedule E: Solution Provider Security Compliance Questionnaire, SOC 2 Type 2 audits, HITRUST, ISO27001 certifications submitted, table of contents, intellectual property, and research and development. For clarity, Confidential Information does not include the information identified herein, or within Schedules A and B of the Attestation Letter, information that will be published on the Verification Site or any information or data that is or becomes publicly known. Both parties have mutual obligations of confidentiality with respect to one another’s Confidential Information. The Confidential Information shall be disclosed only on a ‘need to know’ basis to Ontario Health employees, consultants, agents, vendors, and Third-Party service providers.
- 12.7.** For clarity, names of solutions and Solution Providers are not published by Ontario Health during the Program’s review stage. The Program team, which may include Third Parties, is bound by confidentiality and/or non-disclosure agreements and will be bound by substantially similar confidentiality obligations as detailed in these Terms. Outside of the uses detailed herein, Ontario

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Health will use reasonable efforts to maintain the confidentiality of submissions but only insofar as the Program allows, having regard to the involvement of Third Parties in such processes. Once a solution has been Verified and approved for publishing it will be listed on the Verification Site.

### **13. Limitation of Liability and Indemnity**

**13.1.** Under no circumstances will Ontario Health and its directors, employees, consultants, agents, vendors, independent contractors, and third-party service providers have any responsibility or liability for any loss or damage whatsoever (including without limitation direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, and including without limitation to any loss of profit, costs, expenses, harm to business, business interruption, reputation, loss of information of programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, wasted management or office time or damages of any kind whatsoever), whether based in contract, tort, negligence or any other legal basis, arising out of or in connection with the VVV Program or the Verification Site (including without limitation any damages suffered as a result of the use, inability to use, failure of, or any omissions or inaccuracies in, this website, any linked websites or linked social media platforms, or any of the services or content of the foregoing), even if Ontario Health has been specifically advised of the possibility of such damage or loss, or if such damage or loss was foreseeable.

**13.2.** Furthermore, you represent and warrant that your organization and the solution is compliant with all relevant laws (including, but not limited to, PHIPA) and with the mandatory privacy and security requirements referenced in the Virtual Visits Solution Requirements document published and updated by Ontario Health and that you accept all risks and liabilities in the event of a breach or complaint related to same.

**13.3.** You agree at all times to indemnify, defend and hold harmless Ontario Health, its directors, employees, consultants, agents, independent contractors, vendors and third-party service providers against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by Ontario Health directly or indirectly in respect of any breach of these Terms or any information related to your solution and submission. Additionally, where there is a Lead HSP representing the members of a collaborative, the Lead HSP shall be responsible for the indemnification obligations herein on behalf of the members of the collaborative.

### **14. Changes, Suspension and Termination**

**14.1.** Ontario Health may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Virtual Visits Verification Program and supporting processes and the Verification Site.

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## **15. Intellectual Property**

**15.1.** Each party shall retain all rights in all intellectual property rights owned or controlled by such party. Except as may be otherwise permitted through these Terms, neither party grants any ownership or license rights to its intellectual property to the other party.

## **16. Public Disclosures**

**16.1.** Should your solution be published on the Verified Solutions List, you may provide the link to the site in general correspondence with clients and potential clients, along with including same in proposals in response to tenders posted by provincial agencies or government entities within the healthcare sector.

**16.2.** Except as otherwise permitted herein, you may not, without the express prior written consent of Ontario Health, in any manner (including, but not limited to, advertising or marketing literature, customer lists, web sites, press releases, social media, or any other document or communication (in electronic or paper form)): (i) disclose or publish the fact that you have any relationship with Ontario Health; or, (ii) use or display a trade name, official mark or trademark of Ontario Health.

**16.3.** If Ontario Health provides express written consent to (i) disclose or publish the fact that it has any relationship with you; or, (ii) use or display a trade name, official mark or trademark of Ontario Health, such consent is subject to all conditions communicated by Ontario Health, and Ontario Health shall have the right to withdraw its consent for any reason, including but not limited to if Ontario Health believes that a use or display of its trade name, official mark or trademark reflects unfavorably upon the reputation of Ontario Health, or the goodwill attaching to its trade name, official mark or trademark.

## **17. Governing Law**

**17.1.** These Terms will for all purposes be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby defer to the exclusive jurisdiction of the Courts of the Province of Ontario.

## **18. Assignment**

**18.1.** You may not transfer or assign any rights granted to you hereunder without the prior written consent of Ontario Health, and any transfer or assignment made without that consent is void and of no effect.

## **19. Transitional Provisions**

**19.1.** If you were an applicant under a previous version of terms and conditions, to the extent there is a conflict with the initial validation deadline, the former terms would govern.