

NOVA SCOTIA HEALTH AUTHORITY

Microsoft Entra Business-to-Business (B2B) Content Sharing and Collaboration Service

END USER TERMS AND CONDITIONS

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1. Definitions

In these end user terms and conditions (“**EUTCs**”):

- (a) “B2B Content Sharing and Collaboration Service” means the Government of Nova Scotia’s content sharing service, enabled through Microsoft Entra Business-to-Business (B2B) Collaboration® (“**Microsoft Entra B2B**®”), which NSH has leveraged to provide Users with access to Shared Information and/or allow Users to join Microsoft Teams channels.
- (b) “Nova Scotia Health Authority” or “NSH” represents the largest provider of healthcare services in the Province of Nova Scotia.
- (c) “Shared Information” means data, documents and all other information that may be accessed by a User via the B2B Content Sharing and Collaboration Service.
- (d) “User” means an individual: (i) who is granted access to the B2B Content Sharing and Collaboration Service by an authorized representative of NSH; (ii) for whom a guest user identity is created and assigned by NSH/Government of Nova Scotia; and (iii) who has authenticated their credentials for accessing the B2B Content Sharing and Collaboration Service through the Microsoft Entra B2B® invitation redemption or onboarding process.

2. Purpose of these Terms and Conditions

These EUTCs allow Users to use the B2B Content Sharing and Collaboration Service, and to access Shared Information, in support of a User’s collaborative activities with NSH.

3. Access to the B2B Content Sharing and Collaboration Service

- 3.1 Users have the right to use the B2B Content Sharing and Collaboration Service and access Shared Information only if each such User agrees to these EUTCs, as may be amended

from time to time.

- 3.2 NSH reserves the right to modify and update the B2B Content Sharing and Collaboration Service, and the specific Shared Information that may be accessible to Users through the B2B Content Sharing and Collaboration Service, without obligation to notify Users.
- 3.3 Users hereby acknowledge and agree that NSH reserves the right at any time to discontinue the B2B Content Sharing and Collaboration Service with or without notice, and that neither NSH nor the Government of Nova Scotia will be responsible or liable, directly or indirectly, to Users or any other person for any loss of any kind incurred as a result of, or in connection with, any such discontinuance.
- 3.4 Users are strictly responsible for adhering to these EUTCs and to any applicable NSH standards and policies in place from time to time governing the B2B Content Sharing and Collaboration Service and Shared Information.
- 3.5 Users acknowledge that NSH or the Government of Nova Scotia may refuse to create a guest user identity for any User, particularly if a User is not affiliated with a NSH project, service or program.
- 3.6 Users acknowledge that the credentials they submit during the Microsoft Entra B2B® invitation redemption process may be relied upon by NSH and the Government of Nova Scotia to establish their access to the B2B Content Sharing and Collaboration Service. As such, Users represent and warrant to NSH and the Government of Nova Scotia that the credentials they submit to redeem an invitation to access the B2B Content Sharing and Collaboration Service will be complete, accurate, and up to date.

4. Use of the B2B Content Sharing and Collaboration Service and Shared Information

- 4.1 Copyright and custodianship in Shared Information will always remain with Nova Scotia Health. Use of the B2B Content Sharing and Collaboration Service does not provide an express or implied assignment of copyright, ownership, or custodianship in Shared Information to any User or other third party.
- 4.2 Shared Information is accessible, and may be used, solely for the purposes set out in these EUTCs.
- 4.3 Users will not share the credentials they use to access the B2B Content Sharing and Collaboration Service with anyone. Users acknowledge that they are responsible for the security of their credentials, and for any access made to the B2B Content Sharing and Collaboration Service using their credentials, regardless of whether that access was undertaken by an unauthorized person. THIS MEANS THAT USERS ARE LIABLE FOR ANY UNAUTHORIZED ACCESS MADE TO THE B2B CONTENT SHARING AND COLLABORATION SERVICE USING THEIR CREDENTIALS, REGARDLESS OF WHETHER THAT ACCESS WAS UNDERTAKEN BY AN UNAUTHORIZED PERSON.
- 4.4 Any access and use by a User, or by anyone using the User's credentials, to Shared Information by means or in a manner that is not permitted by NSH will be considered a breach of these EUTCs, and may, in addition to any other remedies available to NSH, lead to the automatic and immediate revocation of such User's access privileges to the B2B Content Sharing and Collaboration Service.
- 4.5 Each User is responsible for all expenses related to acquiring, operating and maintaining any computer hardware and communications software required for the purposes of Users'

access to and use of B2B Content Sharing and Collaboration Service.

- 4.6 Users acknowledge and accept that the B2B Content Sharing and Collaboration Service may undergo regular maintenance and upgrades, and that periodic interruptions in its availability may result from time to time.
- 4.7 Without limiting the generality of any provisions of these EUTCs, Users shall comply with all laws that are applicable to their access to and use of the B2B Content Sharing and Collaboration Service, including, without limitation, all laws applicable to the Shared Information which they access via the B2B Content Sharing and Collaboration Service. Users acknowledge that they are familiar with the laws that apply to their access to and use of the B2B Content Sharing and Collaboration Service and the Shared Information, and that they are responsible for complying with any new laws or changes in the laws applicable to their access and use of the B2B Content Sharing and Collaboration Service and the Shared Information.
- 4.8 Users must, at their own expense, attend or participate in, as the case may be, such tutorials or workshops (online, classroom or otherwise) that are determined to be mandatory by NSH or the Government of Nova Scotia from time to time, to ensure that they are instructed in the proper use of the B2B Content Sharing and Collaboration Service and applicable NSH and Government of Nova Scotia policies, rules, and guidelines for accessing Shared Information.

5. Liability

- 5.1 Neither NSH nor the Government of Nova Scotia offer any warranties whatsoever, expressed or implied, with respect to the accuracy, completeness, merchantability or fitness for a particular purpose of the B2B Content Sharing and Collaboration Service or any Shared Information contained therein. NSH and the Government of Nova Scotia specifically make no warranties that access to the B2B Content Sharing and Collaboration Service or any Shared Information obtained from or through the use of the B2B Content Sharing and Collaboration Service will be provided on an uninterrupted, timely, secure or error-free basis or that it will meet the Users' requirements or expectations.
- 5.2 NEITHER NSH NOR THE GOVERNMENT OF NOVA SCOTIA IS LIABLE TO ANY USER OR OTHER PERSON FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER AS A RESULT OF USER'S ACCESS OR USE OF THE B2B CONTENT SHARING AND COLLABORATION SERVICE OR ANY SHARED INFORMATION. USERS ASSUME ALL LIABILITY AND ALL RISK ASSOCIATED WITH USERS' ACCESS TO AND USE OF THE B2B CONTENT SHARING AND COLLABORATION SERVICE AND SHARED INFORMATION.
- 5.3 All Shared Information is for information purposes only. Where there is any conflict between any data, information or document available electronically through the B2B Content Sharing and Collaboration Service and any information, data or document available in physical form, the information, data or document in physical form prevails.
- 5.4 EACH USER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS NOVA SCOTIA HEALTH AUTHORITY, THE GOVERNMENT OF NOVA SCOTIA, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBTS, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES) ARISING FROM: (1) USERS' USE OF THE B2B CONTENT SHARING AND COLLABORATION SERVICE; (2) USERS' ACCESS TO AND USE OF ANY SHARED INFORMATION; AND (3) USERS'

VIOLATION OF ANY TERM OR CONDITION CONTAINED IN THESE EUTCs.

6. Restrictions on Use

- 6.1 Users acknowledge and agree that the B2B Content Sharing and Collaboration Service must at all times be used in a legal, ethical and responsible manner.
- 6.2 Users acknowledge and agree that they are strictly prohibited from redistributing, reselling or recombining any Shared Information.
- 6.3 Users acknowledge and agree that they are limited to: (i) accessing Shared Information solely on a need-to-know basis; and (ii) using Shared Information solely in support of NSH's projects, services or programs.
- 6.4 Shared Information and the B2B Content Sharing and Collaboration Service may not be used by Users, nor may such use be enabled by Users through anyone else accessing or using the B2B Content Sharing and Collaboration Service from a computer system over which a User exercises care and control:
- (a) in a computer service or timesharing service;
 - (b) to create a database in electronic or other format for the purposes of data aggregation or dissemination (otherwise than for internal archival use);
 - (c) for the purpose of commercial resale of Shared Information (or components thereof);
 - (d) to exploit Shared Information or the B2B Content Sharing and Collaboration Service for any commercial purpose;
 - (e) to access, or to make attempts to gain access to, any personal information pertaining to any other person, without the authorization, knowledge or consent of such person; or
 - (f) to interfere in any manner whatsoever with Nova Scotia Health's ability to provide the B2B Content Sharing and Collaboration Service.
- 6.5 Each User agrees that NSH and the Government of Nova Scotia, upon reasonable notice, may examine the User's materials, records and systems relating to the use of Shared Information, for purposes such as (but not limited to): (i) ensuring that Users are complying with these EUTCs; and (ii) to measure the volume and other characteristics of Users' navigation and use of the B2B Content Sharing and Collaboration Service, in order to understand user behavior and inform future enhancements or modifications to the B2B Content Sharing and Collaboration Service.
- 6.6 Given the foregoing and NSH's and the Government of Nova Scotia's interest in ensuring that Users comply with these EUTCs, Users understand that NSH and the Government of Nova Scotia reserve the right (but is not obligated) to monitor, audit, intercept, review, screen, collect, use, store and disclose any information or materials relating to a User's activities on or through the B2B Content Sharing and Collaboration Service. Therefore, **USERS ACKNOWLEDGE AND AGREE THAT USE OF THE B2B CONTENT SHARING AND COLLABORATION SERVICE IS NOT CONSIDERED PRIVATE, AND THAT USERS HAVE NO EXPECTATION OF ANONYMITY WITH RESPECT TO THEIR USE OF THE**

B2B CONTENT SHARING AND COLLABORATION SERVICE.

7. Default or Termination

- 7.1 Users acknowledge that their access to the B2B Content Sharing and Collaboration Service, as permitted under these EUTCs, may be immediately terminated, or revoked, at any time, at the sole discretion of NSH or the Government of Nova Scotia. For example, such revocation may occur when: (i) a User ceases to be involved in any collaborative activity with NSH, or is no longer affiliated with any NSH project, service or program; (ii) a User no longer has a need to access any Shared Information; or (iii) the User is in breach of any term(s) contained in these EUTCs.
- 7.2 Users may terminate their access to the B2B Content Sharing and Collaboration Service at any time by submitting a request for cancellation. User's access will be disabled promptly upon submission of a cancellation request.
- 7.3 Notwithstanding cancellation or revocation of a User's account, Users remain bound by the terms of these EUTCs pertaining to the proper access and use of Shared Information.

8. General Provisions

- 8.1 These EUTCs, and any amendments thereto, constitute the entire agreement between the parties with respect to the use of the B2B Content Sharing and Collaboration Service.
- 8.2 These EUTCs supersede all previous agreements or understandings between NSH and each User, whether written or oral, in connection with or incidental to the B2B Content Sharing and Collaboration Service, and to the electronic access and use thereof.
- 8.3 These EUTCs are binding upon the parties and each of their executors, administrators, successors and permitted assigns and will ensure to the benefit of such executors, administrators, successors and permitted assigns.
- 8.4 These EUTCs cannot be assigned by a User.
- 8.5 Where the context requires, the singular means the plural and the plural means the singular.
- 8.6 These EUTCs may be updated or modified at any time by NSH or the Government of Nova Scotia, and it is the User's responsibility to review these EUTCs to ensure that they agree to its terms before each and every instance of use of the B2B Content Sharing and Collaboration Service and access or use of the Shared Information. Any updates or modifications to these EUTCs will be communicated to Users electronically or at the time Users connect to the B2B Content Sharing and Collaboration Service.
- 8.7 BY CONNECTING TO THE B2B CONTENT SHARING AND COLLABORATION SERVICE, USERS AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THESE EUTCs, AS MAY BE AMENDED FROM TIME TO TIME. USERS REMAIN SOLELY RESPONSIBLE AND LIABLE FOR THEIR USE OF THE B2B CONTENT SHARING AND COLLABORATION SERVICE AND THEIR ACCESS AND USE OF THE SHARED INFORMATION, AS MORE PARTICULARLY DESCRIBED IN ARTICLE 5 (LIABILITY) OF THESE EUTCs.
- 8.8 These EUTCs cannot be amended by a User without the prior written consent of NSH

- 8.9 The existence and content of these EUTCs and any amendments are considered public information.
- 8.10 These EUTCs will take effect and be binding on each User upon: (i) issuance of the User's guest user identity for the B2B Content Sharing and Collaboration Service; and (ii) the User's first access of the B2B Content Sharing and Collaboration Service.

9. Notice

- 9.1 All future notices that must be communicated by one party to the other under these EUTCs will be in writing and are deemed to have been received: (a) on the date of delivery when transmitted by e-mail or facsimile transmission, during working hours or business days or when delivered in person to an authorized person of the receiving party; and (b) on the fifth (5th) business day after mailing when mailed by prepaid registered or certified mail to the receiving party.
- 9.2 The mailing address and contact information for NSH is:

Mailing address: To be confirmed
IMIT Business Services
15 Western Parkway, 6th Floor
Bedford, NS
B4B 0G4
E-mail address: To be confirmed
Imitbusinessservices@nshealth.ca