

Current: October 7, 2019

## **Dr. Bill Terms and Conditions**

### **1. Reading, Agreeing and Keeping a Copy. These terms are legally binding.**

In these terms and conditions (**Terms**), **we, us** and **our** means RBC Medical Billing Inc., a direct wholly-owned subsidiary of RBC, and **you** and **your** means the person or business who uses a Device to access the Services through the Dr. Bill mobile or web-based interface (collectively, the “**App**”). These Terms govern your use of the App and the Services, including use by any agents or delegates who may access the App on your behalf.

By accessing and using the App or the Services you agree that (i) you have read and agree to be bound by these Terms and (ii) if you are accepting these Terms on behalf of a Clinic or Business, including a corporate entity, you have the authority to legally bind the entity to these Terms, and acknowledge that both you and the entity will be bound by these Terms.

**Keep a copy of the Terms.** You can print or save these Terms using the print or save function in your browser. We will email you a copy or provide a link to these Terms to the email address you provided when signing up for the Services.

**No changes to other agreements.** Unless expressly provided otherwise herein, these Terms do not replace any other agreement you may have with us or any RBC companies (now or in the future), including any consent or preference regarding the collection, use, and disclosure of your personal information. All of the terms of your other agreements with us or any other RBC companies continue to apply.

Please see the “Definitions” section at the end of these Terms for any other capitalized words not otherwise defined.

### **2. Services. What is the Service and how does it work?**

Under these Terms, the Services means the features, functionality, content, and information provided by us via the App. The Services currently available through the App:

- **Billing Service** allows you to submit claims to the relevant health authority or funding agency (hereinafter “Funders”) using your Device, track the status of your claims online, and receive billing agent support from us. If you subscribe to the “Full-Serve” or “Premium” plans we will also consult with you to correct rejected claims by Funders.
- **Private Billing invoicing Service** allows you to have us handle invoicing for private billing clients.
- **Health card validation service** auto-fills patient demographic information, and informs you whether the health card number is valid and that it hasn’t expired.
- **Reporting Service** allows you to view which claims have been paid, rejected, and reclaimed.

When we submit claims on your behalf we do not assess, review, or otherwise verify the claims before submitting them. You represent and warrant that you are submitting valid and accurate claims and that you are maintaining all appropriate records relating to the claims as required.

Some of the Services may be provided in whole or in part by Service Providers and Third Parties. The Services are currently available in English only, despite any language settings on your Device.

The Services and the App may not be accessible at all times and some of the Services may only be available in certain provinces or territories. In addition, functionality, features, content or information may change, and may not always be available.

### **3. Privacy. Information we collect and how we use it.**

#### **Your Customer Data**

We process the Personal Information that you upload through the App, and that you otherwise make available to us through your use of the Services, (“Customer Data”) solely for the purposes of providing the Services. As between you and us, you remain at all times the owner of the Customer Data. We agree to process the Customer Data in accordance with our **Data Protection Terms (<https://www.dr-bill.ca/data-protection>)**, which are incorporated into and form part of these Terms. You represent and warrant to us that you have all necessary consents to upload the Customer Data to the App and to allow us to process the Customer Data for the purposes of providing the Services, and that you are complying with and will at all times comply with all applicable legislation, and regulatory, and professional obligations, in respect of the Customer Data.

## **Collecting your personal information** – information we collect about you

We will collect information about you such as information establishing your identity (for example, name, address, email address, phone number, practice address, and Professional qualifications, restrictions, and certification status with regulatory colleges, etc.).

## **Commercial (billing) and other Information**

We will collect information for the provision of the Services and information related to billing transactions arising from your relationship with and through us.

We may obtain personal and commercial information from a variety of sources, including from you, from regulatory colleges, from credit agencies, from service arrangements you make with or through us, from registries, from references you provide to us and from other sources, as is necessary for the provision of the Services.

## **Using and sharing your information**

We may use your information – personal, commercial, and other – for the following purposes:

- to create your profile on the App and provide you with the Services;
- to determine your eligibility for products and services;
- to help us better understand the current and future needs of our users;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make the information we obtain from and about you available to employees, agents, independent contractors, and Service Providers, who are required to maintain the confidentiality of this information. In the event our Service Provider is located outside of Canada, the Service Provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the Service Provider is located.

We may also use the information we obtain from and about you and share it with RBC companies: (i) to manage our risks and operations and those of RBC companies; (ii) to comply with valid requests from regulators, government agencies, public bodies, or other entities who have a right to issue such requests; and (iii) to let RBC companies know your choices under “Other optional uses of your information” for the sole purpose of honouring your choices.

## Other optional uses of your information

- We may use the information we obtain from and about you to promote our products and services and promote products and services of Third Parties we select, which may be of interest to you.
- We may also, where not prohibited by applicable laws, share the information we obtain from and about you with RBC companies for the purpose of referring you to them or promoting to you products and services of such RBC companies which may be of interest to you. You acknowledge that as a result of such sharing, RBC companies may advise us of the products or services they provide to you.
- If you also deal with any RBC companies, we may, where not prohibited by applicable laws, consolidate the personal information and commercial information you provide to us with information RBC companies have about you to allow us and RBC companies to manage our respective relationships with you.

**You may choose not to have your information shared or used for the “Other optional uses of your personal information” described above by contacting us as set out below and we will respect your choice. We may share your choice with RBC companies for the sole purpose of honouring your choice.**

## Safeguarding and data protection measures

### Our privacy policies

You may obtain more information about our personal information handling practices by reviewing our privacy policy at [www.dr-bill.ca/privacy \(https://www.dr-bill.ca/privacy\)](https://www.dr-bill.ca/privacy).

## **4. Liabilities and Indemnities. Read this carefully—it limits your right to sue us.**

You are solely responsible for all information or content that you give us through the App, the Services, and the Third Party Services, including, without limitation, Personal Information and claims-related information.

We and RBC companies will not be responsible for any loss, damage, harm, injury, delay, or inconvenience suffered or incurred by you with respect to:

(i) these Terms, the App, the Services, or the Third Party Services,

(ii) any instruction given to, by or purported to be given by you, using Sign-In Credentials, in connection with the Services or Third Party Services, or

(iii) any products or services you obtain or purchase from us or from a Third Party to whom we refer you, or otherwise.

Such losses, damages, injuries, delays, and inconveniences include, without limitation,

(i) direct, incidental, indirect, consequential, special, aggravated, punitive, or exemplary damages,

(ii) loss of data, profits, information, opportunity, revenues, and goodwill, and

(iii) any other business interruption, commercial, or economic losses.

The foregoing limitation of liability applies regardless of the cause of action, even if we or a RBC company have been advised of the possibility of such damages.

In addition, in no event, even if we are negligent or any RBC company is negligent, will we or any RBC company be liable for any loss or damage suffered by you that is caused by any one or more of:

- The actions of, or any failure to act by, a Third Party (and no such Third Party will be considered to be acting as our agent);
- Mistakes, errors, omissions, inaccuracies, or other inadequacies of, or contained in the Services or Third Party Services or any data given by you to us, any RBC company or any Third Party or Service Provider, including your failure to update;
- Any delay, error, interruption, or failure by us, any RBC company or any Third Party or Service Provider to perform or fulfill any of our obligations to you due to any cause beyond our control or their control, any system malfunctions or any technical failures;
- Unsecured communication being inaccurate, intercepted, reviewed, or altered by others, or not received by you;
- Your access to the Services or Third Party Services, including, without limitation, any delay or inability to access the Services or Third Party Services;
- Your failure to receive or view any communication that has been presented to you; we will not be responsible, and no RBC company will be responsible, for any delay, damage, or inconvenience that such failure may cause; or

- Your failure to fulfill any of your obligations under these Terms, including those in the “Security” section of these Terms, or to comply with any instructions we may provide to you from time to time in connection with the App and the Services.

You release and indemnify us for any claim, cost and liability incurred:

- (i) as a result of your use of the App, any of the Services or any of the Third Party Services; or
- (ii) as a result of your breach of these Terms.

## **5. Compliance and Prohibitions. Appropriate use of the App.**

When using the App and accessing the Services, you will:

- Only submit claims in compliance with the applicable Funders’ claims process in the jurisdiction in which you operate; and
- Comply with these Terms; and
- Comply with all applicable laws including, without limitation, all laws associated with the collection, use, retention, safeguarding, and disclosure of Personal Information.

When using the App and accessing the Services, you will not:

- Disrupt the App by sending erroneous information, launch a denial of service attack, or attempt to monitor or de-crypt communications;
- Compromise device security by “rooting access” to the device, disabling device security features, or installing any application that may “man in the middle” communications between your device, the App, and the Service;
- Provide untrue, inaccurate, misleading, or incomplete information;
- Use the App or access the Services for any illegal, fraudulent, malicious, harassing, or defamatory activity or purpose;
- Use any robot, spider, or other indexing device when using the App or accessing the Services;
- Use any part of the Services to provide internet, service bureau, outsourcing, or third-party services or redistribute all or any part of the Services;
- Take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill, or connectivity of the App or the Services (including illegal, fraudulent, malicious, defamatory, or other activities that threaten to harm or cause harm to any

other person); or

- Reverse engineer or reverse compile the source code for the App or any of the service technology.

## **6. Instructions and Security. You are responsible for decisions you make when you are signed in, and for the security of your information.**

You will be required to provide Sign-In Credentials to access the Services. You authorize us to accept and you agree to be responsible for any instruction given by you or purported to be given by you using your Sign-In Credentials. Any instruction will have the same legal effect as if it was a written instruction and signed by you.

You are responsible for keeping your Sign-In Credentials confidential, and you must not disclose them to any other persons. You are responsible for actions by your agents and delegates. We will not be responsible for any losses that may result if you share or lose your Sign-In Credentials. When using the App and accessing the Services, you agree that you will take all steps necessary to ensure that you do not reveal any confidential information to anyone other than us. This includes making sure that other people cannot see your Device screen.

You must also:

- Not leave your Device unattended while signed in to the App;
- Use reasonable steps and precautions to protect your Device against loss or theft;
- Use reasonable security measures which include up-to-date virus scanning software and a firewall system, if such security measures are available for your Device; and
- Comply with any additional security requirements that we may require in connection with the Services.

We recommend that you enable Mobile Device Management features such as:

- Device location in case of loss,
- Remote Erase or locking feature, and that you
- Compartmentalize personal from business workspaces

## **7. Lost, Stolen, or Compromised Device. What to do if your Device has been lost, stolen, or compromised.**

If you know, suspect, or otherwise have reason to believe that your Device or credentials have been lost, stolen, or compromised; or if you received a ransom threat; or if you have been notified that your Customer Data has been locked, you must notify us immediately so that we can take appropriate steps, as determined in our sole discretion, to protect and/or delete the data on your Device. You agree not to disclose such an occurrence to any third party except your insurer or as may be required by law.

For the purposes of this section, please contact us at [privacy@dr-bill.ca \(mailto:privacy@dr-bill.ca\)](mailto:privacy@dr-bill.ca).

## **8. Termination and Suspension. How can you, or we, end or suspend these Terms?**

**Termination or Suspension without notice** – Without prior notice, we can suspend or terminate your use of the App and access to the Services at our sole discretion, with immediate effect, for the following reasons:

- (i) any actual, intended or suspected violation of these Terms, including without limitation suspected fraudulent activity on your account or your failure to pay any fees owing; and
- (ii) any unlawful or inappropriate behavior, as determined by us, including without limitation unlawful or inappropriate use of the App and the Services. We will not be responsible for any loss or inconvenience that may result from such suspension or termination.

**Termination or Suspension with notice** – We can suspend your access to the App and the Services and/or terminate part or all of these Terms for convenience upon 15 days prior notice to you. We will not be responsible for any loss or inconvenience that may result from such suspension or termination.

**Termination by you** – To delete your profile and terminate your use of the App and access to the Services and these Terms, you can contact us using the contact information provided in the “Communication” section of these Terms. It is possible that we will retain your information to satisfy compliance, audit, or legal requirements.

If these Terms are terminated for any reason, you will destroy all copies of the App and all copies of any documentation for the App then in your possession.

## **9. Costs, Fees, and Related Charges. Do I have to pay any fees?**

To access the Services available through the App, you are required to pay the applicable fees (plus additional taxes) due for the Services selected by you. We may change the amount of our fees as the Services develop. We will provide you with notice of any changes in fees, in accordance with the “Changes” section of these Terms. All amounts are expressed in Canadian dollars.

You are responsible for all costs, fees, data plans, and related charges associated with your use of any Devices, and they are not reimbursable by us. If any amount owed by you is more than 30 days overdue, we may deactivate or lock your account provided, however, that we endeavour (but are not obliged) to notify you about overdue amounts prior to such deactivation or locking of your account.

## **10. Communication. How will we contact each other?**

We may contact you to welcome or explain to you our services. You can contact us at [hello@dr-bill.ca \(mailto:hello@dr-bill.ca\)](mailto:hello@dr-bill.ca). We will contact you and provide notices using information you provide through the App. Except as provided below in the “Changes” section of these Terms, email is our primary method of communication. When we use email, we will send you electronic correspondence, including notifications, to the email address you provide to us through the App. It is your responsibility to keep your email address up to date. You understand that if you do not keep your email address up to date, we may not be able to complete the signup process or otherwise contact you.

## **11. Changes. How will we tell you about any changes?**

**Changes** – Except where prohibited by law, we can change (add, remove, or alter) any part or feature of the Services, without giving you notice. Following any such change, these Terms will continue to apply to all or parts of the Services. Subject to legal and regulatory requirements, we can also change these Terms by giving you notice of the change to the email address you provided when signing up for the Services, either before or after the changes take effect. When giving you such notice we will also provide you with a copy of or a link to the updated Terms. If you use the App or access the Services after a change to these Terms, or after we have notified you of a change, you are deemed to have reviewed and accepted the new version of these Terms.

## **12. Service Providers and Third Parties. Other entities help us provide the Services, or offer Third Party Services.**

We may use Service Providers to provide or to assist us in providing the Services. You may choose to use Third Party Services provided by Third Parties. Other than RBC companies, we do not sponsor or endorse any Third Party and we are not affiliated or associated with any Service Provider or Third Party.

When using the App and accessing the Services,

- You may use Service Provider Services solely for your professional use;
- You may not sell, distribute, or otherwise use Service Provider Services or other information from the App or the Services, and you may not permit such distribution or use by anyone else; and
- You may not provide or make available any Service Provider Services to any provider of products or services similar to those products and services provided by the Service Providers.

You understand and agree that:

(i) your use of any Third Party Services is at your sole risk and may be subject to the terms and privacy policy of the Third Party, and

(iii) we make no representation or warranties in connection with any Third Party Services or any of the information, products, or other content included in or accessible from any Third Party Services, which are the sole and exclusive responsibility of the Third Party.

Service Providers retain all ownership rights, including all intellectual property rights, in Service Provider Services and to their trademarks and logos that appear on the App and in the Services. Nothing in these Terms, the App or the Services should be interpreted as conferring any right for you: (i) to use Service Provider Services in any way other than as expressly permitted in these Terms; or (ii) to use any Service Provider trademarks or logos.

You agree that we, Third Parties, and Service Providers may use your personal and commercial information (but not your Customer Data) to create, use, and distribute statistical, profiling, performance, or operational reports about the App and the Services. These reports may be shared with Third Parties, in which case, the information in the reports will not be attributable to you.

### **13. Ownership. You can use it, but you can't keep it.**

We grant you a revocable, non-exclusive and non-transferable single-user (non-concurrent) license to use the App, in accordance with these Terms. The grant of this license may not be assigned by you unless agreed upon in writing by us.

We retain at all times all ownership rights – including without limitation, copyright – in the App. You agree not to copy, reproduce, transfer copies, or reverse engineer the App and not to disclose or distribute the App to Third Parties. We have no obligation to provide any training, maintenance, or other assistance for the App.

We are the owners, or licensees, of all intellectual property rights subsisting on each screen made available through the App. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips, and videos appearing on the Services are our property, or those of our licensors, and without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed, or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing, or archiving of electronic copies of your App activities, in accordance with these Terms and as we may further instruct you. Nothing in these Terms or on the App is to be interpreted as conferring a right to use our works, trademarks, or logos in any other way, or those of any RBC companies or Service Providers.

### **14. Referral Fees. We may receive fees when we refer you to Third Parties.**

A Third Party may pay us, or we may receive from a Third Party, directly or indirectly, a referral fee when we refer you to the Third Party and you elect to purchase or obtain products or services from the Third Party. The amount of any referral fee paid or received for referrals will not affect the fees paid or payable, if any, by you to us or to the Third Party.

### **15. No Representations or Warranties. The App and the Services are provided “as is.”**

We are providing you with the App and the Services on an “as is” and “as available” basis and we do not make any representations or provide any warranties concerning them. Without limiting the foregoing, we expressly disclaim all warranties in connection with the App and in

connection with the Services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **16. Electronic Agreement. Clicking = signing with a pen on paper.**

These Terms and any related terms, conditions, instructions, disclaimers, or documents may be accepted in electronic form and your acceptance is binding between you and us. Neither you nor we will contest the validity or enforceability of these Terms and any related documents because they were accepted or signed in electronic form.

## **17. On-Screen Terms. Terms shown on-screen form part of these Terms.**

There may be terms, conditions, instructions, or disclaimers related to the Services, Third Party Services, or Offers displayed on the screens in the App, or when you click on icons or links on the App screens. By using any of the Services or any Offers, you must access and agree that the terms, conditions, instructions, or disclaimers apply to your use of or access to the applicable Services, Third Party Services, or Offers, in addition to the terms and conditions of any other applicable agreements.

## **18. App. Rules for downloading the App.**

By choosing to install the App on your Device for the purpose of accessing the Services you consent to the installation of the App, and any future updates or upgrades to the App.

## **19. Language. We will talk to each other in English.**

You and we have expressly requested that these Terms and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que cette entente et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise. (Quebec only / Québec seulement).

## **20. Governing Law. What law applies?**

These Terms will be governed by the laws of the Province or Territory in Canada in which you operate and the federal laws of Canada applicable therein. If you live outside of Canada, these Terms will be exclusively governed by the laws of the Province of Ontario and the

federal laws of Canada applicable therein. You and we agree that the courts of the jurisdiction specified above shall have exclusive jurisdiction over each of us for the determination of any matter(s) arising out of these Terms.

## **21. Assignment and Severability. Contract law stuff.**

If any provision of these Terms is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of these Terms. Our failure to enforce strict performance of any provisions of these Terms does not mean we have waived any provision or right. Neither the course of conduct between you and us, nor trade practice modifies any provision of these Terms. We may assign or transfer these Terms on notice to you. You may not assign or transfer these Terms or any of the obligations or rights under these Terms to any other person.

We have the right at all times to assign any or all of our rights and obligations under these Terms to an RBC company. The Services may then be delivered by the RBC company to whom we assign these Terms.

## **22. Records. Electronic records = paper records.**

Our records, including electronic records, including those of any Service Providers (whether used by them or us), regarding the App or the Services, including the retrieval, consolidation, organization and presentment of information, are final and conclusive. These records will be admissible in any legal, administrative, or other proceedings. Furthermore, electronic data and records will be admissible as conclusive evidence of the contents of those records, in the same manner as original paper documents. You waive any right to object to the introduction of any such electronic data or records into evidence.

## **23. Defined Terms. What does everything mean?**

**Business** means the person or entity who accesses the Services through the App, including such person's directors, officers, employees, signing authorities, agents, contractors, or any other representative acting on such person or entity's behalf.

**Device** means any mobile device, computer, or other device you use to access the App and the Services.

**Offers** means any offers, rate discounts, or promotions of a Third Party presented by us as part of the Services.

**Personal Information** means information (including health information) about an identifiable individual.

**RBC** means Royal Bank of Canada.

**RBC companies** or **RBC company** means RBC, its direct and indirect subsidiaries, and their successors and assigns. While we are a RBC company, in these Terms a reference to RBC companies or RBC company will not include us.

**Services** means the Services as defined by the “Services” section of these Terms.

**Service Provider** means a party retained by us to act on our behalf to provide, or to assist us in providing, the App and the Services.

**Service Provider Services** means content and information contained in the Services provided by any Service Provider.

**Sign-In Credentials** means usernames, passwords, personal verification questions, or other information required to access the App and the Services.

**Terms** means these Terms and Conditions.

**Third Party** means any party other than you, us, or a party when acting as a Service Provider.

**Third Party Services** means any products or services provided by a Third Party that can be used or accessed on or through the App or a Third Party that we refer you to for other products and services.