

CLAIM MANAGER

DATA SHARING AGREEMENT

Last modified: November 1, 2019

The Data Sharing Agreement (“**DSA**”), which follows, governs the relationship between You and Acclaim Consulting Inc. (referred to as “**Acclaim**”, “**We**”, “**Our**”, or “**Us**”), having a place of business in Richmond, British Columbia, (the “**Parties**”). The DSA is a part of the AGREEMENT as defined in the Schedule A attached to the Terms of Use located at the <https://www.claimmanager.ca/media/legal/schedule-a.pdf> .

You may be referred in this document as You, Your, User, an Account Owner, Account Member or Control Person.

By using the Services, You agree to the DSA. Please read the DSA as well our AGREEMENT in its entirety and check for updates often. In case of a conflict between the DSA and the Terms of Use, the Terms of Use shall prevail. IF YOU DISAGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE SERVICES.

Whereas

- a. Acclaim is responsible for the operation of the Services;
- b. Acclaim may enable You to collect, access, use, store and disclose Personal Information in connection with Your use of the Services, and that information might include health information;
- c. If You are an Authorized user, Acclaim may enable You to access the electronic systems of a Third-Party Provider and collect, access, hold, copy, use and disclose Personal Information through such access;
- d. It is in public interest to ensure that appropriate measures are in place to protect the confidentiality and integrity of Personal Information described in (b) and (c) above.
- e. Together with the AGREEMENT, the DSA sets out the terms by which Acclaim may make the Services available to You as it relates to matters of privacy of Personal Information. Please read the following carefully.

NOW THEREFORE in consideration of the promises and the covenants, agreements, representations and warranties set out in this AGREEMENT (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties agree as follows:

- 1. Definitions.** Unless the context requires otherwise, all capitalized terms in this document have the meanings given to them in the Schedule A attached to the Terms of Use.
- 2. Compliance with Laws and Standards**

We will at all times, and will ensure that Our Personnel,

- 2.1. comply with all Applicable Canadian Laws in the performance of Our obligations under the AGREEMENT and in particular with privacy protection laws;
- 2.2. follow the privacy legislation that applies to You and Personal information in Your Content. For example, if You are a municipal body, We will follow FIPPA, if you are a federal body We will follow PIPEDA and if that Personal Information is covered by PIPPA, we will follow PIPPA. It is Your responsibility to ensure that We correctly identified the privacy legislation that applies to You;
- 2.3. comply with the terms of Our agreements with Third-Party Providers as they apply to protection of Personal Information that is made available through Our interfaces with their services.

3. You are Legally Responsible for Personal Information in Your Content

- 3.1. All Personal Information that you collect, access, use, store, process, transmit, receive or disclose in connection to the Services is under Your control and/or in Your custody or possession for the purposes of this AGREEMENT. We do not obtain control or possession of such information even though We might hold it on Your behalf. We may only access, collect, use, delete and disclose such information in limited cases as described in the AGREEMENT.
- 3.2. You are legally responsible for all Personal Information under Your control even if it is not in Your custody.
- 3.3. You must comply with all Applicable Canadian laws (in particular with privacy protection laws), the terms of the AGREEMENT, and Your contractual obligations relating to maintenance of privacy, security and confidentiality of Personal Information when You access, collect, use, create, edit, share, store, hold, transmit, receive, delete or disclose such information in connection with the Services. You always must comply with the terms that provide stricter privacy protection.
- 3.4. When sharing Personal Information with an Account Member or a third-party, You must ensure that that Person has appropriate reason to access that information and has legal obligation to comply with the Applicable Canadian Laws. You are responsible for actions of such a Person.
- 3.5. It is Your responsibility to protect Personal Information by including privacy protection clauses in contracts and/or using other means (such as physical, administrative or technical safeguards) to ensure a comparable level of protection when You allow Personal Information to be collected, accessed, edited, used, shared, held or disclosed by a third party in connection with Your use of the Services, for example, by an Account Member, Your Personnel, your customers, agents, accountants, bookkeepers, other consultants, etc.
- 3.6. You must have practices and policies relating Your and Your Personnel's collection, access, use, disclosure and handling of Personal Information in connection with the Services, as well as procedures to receive and respond to complaints and questions about them.
- 3.7. You acknowledge and agree that You will collect, access, use and disclose Personal Information on a "need to know" and "least information necessary to achieve the purpose" principles, with the highest degree of anonymity that is practical in the circumstances, and de-identify Personal Information before using or disclosing wherever possible, including when requesting Us to provide Your with customers support.
- 3.8. You must obtain all necessary consents pursuant to Applicable Canadian Law before collecting, accessing, using or disclosing Personal Information for the purpose of, through Your use of or in connection with the Services, including explicit consent for collection of Personal Information about an individual from another source (for example, a Third-Party Service). For greater certainty, You agree that You received permission from the owner(s) of such Personal Information, as required by Applicable Canadian Law, for Us to access, collect, use, host, backup, hold, or disclose their data for the purposes of the AGREEMENT.

- 3.9. You must comply with the terms of the Account Member Agreement as they apply to Your status of an Account Owner or Member, and to Your assigned Role, when You access, use and disclose Personal Information in connection with the Services.

4. How We Can Collect Personal Information on Your Behalf

Subject to the terms of Our agreements with the Third-Party Providers, which might impose stricter limitations on how We can collect Personal Information that is made available through Our interfaces to their Services, You and We agree as follows

- 4.1. We or an Access Subcontractor may collect Personal Information of other individuals from You or a third-party, for example, a Third-Party Provider and/or Service, on Your behalf and in connection with Your use of the Services in accordance with Section 21(d)(i) of the Terms of Use.
- 4.2. You must obtain an individual's consent for collection of Personal Information in accordance with Section 3.8. for the purposes consistent with Our Services and work that We carry out for You before using Our Services in respect to that individual.

5. How We Can Access and Use Personal Information in Your Content

Except as expressly permitted in this section, We expressly acknowledge that We and Our Subcontractors have no obligation or right to access or use any Personal Information in Your Content in respect of the performance of any activity in relation to the Services, notwithstanding that such information may be accessed, transmitted and stored by You, Your Authorized Users or Personnel. Subject to the terms of Our agreements with the Third-Party Providers, which might impose stricter limitations on how We can access and use Personal Information that is made available through Our interfaces to their Services, We agree as follows:

- 5.1. We or an Access Subcontractor may access Personal Information in Your Content for a Permitted Purpose.
- 5.2. We or an Access Subcontractor may hold, review, use, access, collect, create, copy, process and monitor Personal Information in Your Content on Your behalf in accordance with Section 21(d)(i) of the Terms of Use.

6. Disclosure of Personal Information in Your Content.

- 6.1. Notwithstanding any other term of this Agreement or any other obligation or right of Us, We will not disclose to any Person or allow any such Person to access or use Personal Information in Your Content other than in accordance with this section.
- 6.2. Subject to the terms of Our agreements with the Third-Party Providers, which might impose stricter limitations on how we can disclose Personal Information made available through Our interfaces to their Services, We agree as follows. We may only disclose Personal Information in Your Content to
 - a. Our Access Subcontractors in accordance with Section 21 (b) of the Terms of Use,
 - b. The Control Person of such data and Your Authorized Users and their Personnel in accordance with Section 21(d)(ii) of the Terms of Use,
 - c. the Third-Party Provider and/or Service in accordance with Section 21(e) of the Terms of Use,
 - d. comply with our legal obligations in accordance with Section 21(d)(iv) of the Terms of Use.

7. Storage of and access to Personal Information

Except as expressly provided in Section 8, We will arrange our affairs to ensure that

- 7.1. Personal Information is only stored by Us and our Access Subcontractors at the Data Centre Location(s);
- 7.2. Except as explicitly stipulated in Section 8, all storage of, access to, and use of Personal Information by Acclaim or Our Access Subcontractors in the course of providing the Services to You will be: (i) from within Canada, and (ii) performed by employees of Canadian entities or, in the case of Access Subcontractors who are individuals, by Canadian residents (“**Canadian Access Personnel**”).

8. Foreign Access to Personal Information

- 8.1. We may access Personal Information in Your Content from a location from outside of Canada (“**Foreign Access**”) and by employees and contractors who are not Canadian Access Personnel only for a Permitted Purpose and then in accordance with the Foreign Access Conditions.
- 8.2. Except when prohibited by Our contractual obligations with the Third-Party Providers in respect to the Personal Information made available through Our interfaces to their Services, Our Canadian Access Personnel may access Personal Information in Your Content while any such persons are physically located outside of Canada on a temporary basis but only using secure VPN connection to Our Data Center(s) and only with the purpose to provide customer support to You on Your request.

9. Foreign Disclosures

- 9.1. We will immediately inform You if We receive any subpoena, warrant, order, demand or request that is from a foreign court, an agency of a foreign state or another authority outside of Canada, or any directions or requests from any affiliates (as defined in the Business Corporations Act (British Columbia)) of Us in respect of the same, and in each case, related to any Personal Information in Your Content that is in Our possession (each a “**Disclosure Order**”). Upon receipt of a Disclosure Order, We will not disclose any Personal Information in response thereto and We will at all times act in accordance with the terms and conditions of this AGREEMENT.

10. How we delete or alter Personal Information

- 10.1. Subject to the terms of Our agreements with the Third-Party Providers, which might impose stricter limitations on how we can use Personal Information made available through Our interfaces to their Services, We or an Access Subcontractor may delete, merge, edit, correct, update, or alter in other way Personal Information in Your Content in accordance with Section 21(d)(i) of the Terms of Use.
- 10.2. Upon the termination of the AGREEMENT, We will delete all Personal Information in Your Content in accordance with Section 21(h) of the Terms of Use.

11. We are Accountable for Our Information Practices.

- 11.1. We will take appropriate measures and have policies and procedures in place to ensure that Our Personnel and Subcontractors do not access or use Personal Information in Your Content except as expressly permitted by this Agreement;
- 11.2. Every instance of access to, change of, use of or disclosure of Personal Information in Your Content by Us or an Access Subcontractor is recorded in read-only access log for audit purposes in accordance with Section 21(d)(iii).
- 11.3. We investigate all complaints and take appropriate measures in response if a complaint is justified, including amending Our policies and practices if necessary.

11.4. We have a designated Privacy Officer who is accountable for compliance with Our policies and statutory privacy regimes in Canada. You can reach Our Privacy Officer by email privacy@acclaim.consulting.

12. We protect Personal Information.

12.1. We use reasonable physical, administrative and technical safeguards to protect Personal Information in Your Content from theft, modification, unauthorized access, collection, use, disclosure, and destruction.

12.2. We have defined roles and responsibilities with respect to privacy and security for all Personnel and Access Subcontractors engaged in the provision of the Software Access Services.

12.3. We have audit and control procedures to monitor and enforce compliance with the privacy, security and confidentiality obligations of this Policy.

12.4. We shall conduct periodic and/or random audits of access to the Services and use or disclosure of Personal Information including assessments of levels of access, the identity of Persons, using or disclosing Personal Information, and the purposes of access, use or disclosure.

12.5. We shall provide the Account Owner with audit logs on their Account upon their request within 30 days from receiving such a request, if such functionality is not accessible to the User in the Services.

12.6. We will reasonably cooperate with the Account Owner in the investigation or review of any privacy or security incident involving Personal Information that in that Person's opinion was connected to the Services or the use of the Services by any Person.

12.7. In relation to a privacy or security incident involving a specific User, We will comply with any reasonable directions of the Account Owner regarding the suspension, restriction or logging of any further access by that User to the Personal Information made available in the Services.

13. Managing the breach.

13.1. The Parties will use all reasonable efforts to protect the Services and the Personal Information against any unauthorized access, use, disclosure or modification.

13.2. We will immediately investigate any suspected breach of the Services or Personal Information security where:

- a. the suspected breach is identified by Us, or
- b. such investigation is requested by You in Your own investigation of a suspected breach.

13.3. Where We determine that a breach of the Services or Personal Information security has occurred, We will immediately inform the User(s) impacted by or likely to be impacted by the breach.

13.4. With respect to any breach of the System or Personal Information security, We will immediately act to:

- a. remedy the breach;
- b. manage and mitigate effects of the breach; and
- c. develop a strategy for the prevention of a future breach under a similar circumstance.

14. Severability

If a provision of this AGREEMENT is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. **Survival.** The obligations in these terms shall continue and survive the completion, expiry or other termination of the AGREEMENT for any reason.

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