

LHSC Loaner Tablet Program



Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THE LOANER TABLET, AS THE USER, "YOU" AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE TABLET AND IMMEDIATELY RETURN TO LHSC.

London Health Sciences Centre ("LHSC") is pleased to extend the offer of a loaner Tablet to you during your stay at LHSC. By taking possession of the Tablet identified in Section 1 ("Loaner Tablet"), you agree to all of the terms and conditions below:

1. **Loaner Tablet.** You acknowledge receipt of the Loaner Tablet Kit (Apple iPad and charging accessories) and agree to return it to LHSC (i) immediately prior to your discharge or sooner, or (ii) immediately upon LHSC's request to do so.

The Loaner Tablet maintains a LHSC unique identifier in addition to the Manufacturer Serial Number of the Apple iPad.

From the date on which you receive the Loaner Tablet, title to the Loaner Tablet shall at all times remain vested in LHSC.

2. **Safeguarding.** You must take reasonable and prudent precautions to protect the Loaner Tablet against damage, loss, or abuse while in your care, custody, and control. If the Loaner Tablet is lost, stolen, or damaged, you must notify an LHSC staff member immediately. Only LHSC may service or procure services for the Loaner Tablet. You may be held responsible for repair or replacement costs if the Loaner Tablet is lost, damaged, or stolen while on loan to you. If the device is not returned upon your discharge, LHSC reserves the right to contact you directly as part of our recovery process.
3. **Permitted Use.** The Loaner Tablet is to be used solely by you while in your care, custody, and control. The Loaner Tablet is to be used solely during your admission to LHSC in accordance with applicable user guidelines as described in "How to Use my Loaner Tablet" and only while you are physically inside LHSC property buildings. You must not leave LHSC property with the Loaner Tablet. You must not use the Loaner Tablet for any negligent, inappropriate, or unlawful purposes. You must be respectful to those in your nearby proximity and use personal headphones. Only software permitted by LHSC should be loaded on the Loaner Tablet.

The following are representative examples only and do not comprise a comprehensive list of in appropriate or illegal use:

- a. Spamming and invasion of privacy: Sending of unsolicited bulk and/or commercial messages over the Internet using the Loaner Tablet or using the Loaner Tablet for activities that invade another's privacy.
- b. Intellectual property right violations: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- c. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- d. Uttering threats of any kind, using obscene or indecent speech or materials including defamatory or abusive language.
- e. Use of the Loaner Tablet in rooms other than the patient bedroom such as a washroom, changing room, etc.
- f. Sharing of the Loaner Tablet with any other individual such as a room sharing patient or visiting family / caregiver.
- g. Distribution of internet viruses, trojan horses, or other destructive activities. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks.
- h. Refrain from taking/recording pictures, videos, or audio for any purpose.
- i. Be aware of your surroundings when using video applications like Zoom, Messenger, or FaceTime and only display yourself and no other visitors, staff, or patients for the duration of the video.
- j. Viewing and/or distributing dangerous or derogatory content, which includes, but is not limited to: shocking content (such as content which promotes violence, violent language, gruesome or disgusting imagery, or graphic images or accounts of physical trauma); sexually explicit content (such as pornographic material of any nature and in any format against any person or being, including minors and/or child sexual abuse imagery) or any other material which could reasonable be viewed as lewd and/or sexually degrading, and/or sexually abusive; and hateful content (such as content which promotes violence, anger, disrespect, falsehoods or any other form of speech which would reasonably be characterized as 'hate speech' against any group(s), person(s), organizations(s), religion(s), communities, or any combination thereof).
- k. Seeking information on passwords, information, or data belonging to another individual.
- l. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.

By using the Loaner Tablet, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information including through the internet while on LHSC property, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation,

interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage the Loaner Tablet.

4. **Delete Your Files Upon Return of Loaner Tablet.** You acknowledge that before returning the Loaner Tablet, you are responsible for erasing all files, including personal and/or confidential files and data, created by you prior to returning the loaner tablet. LHSC is not responsible nor liable for any files or data remaining on, or erased from the Loaner Tablet, following its return. LHSC reserves the right to restore the Loaner Tablet at any time and without your permission which may result in loss of any files or data created by you.
5. **Installed Software.** You acknowledge that all software provided with the Loaner Tablet is licensed specifically to the Loaner Tablet and you will not remove it.
6. **LHSC Liability.** To the fullest extent permitted by law, LHSC will not be liable for any consequential, incidental, indirect or direct damages arising out of these terms or the use of the Loaner Tablet, including without limitation any losses of or affecting your personal property, software, or data.

By using the Loaner Tablet you acknowledge and agree that your access of, and use of the Loaner Tablet is at your own risk and that LHSC, its owners, officers, directors, shareholders, employees, partners or any of the parties involved in creating, producing, or delivering the Loaner Tablet shall not be liable for any damages whatsoever, to the extent permitted by applicable law, including any direct, third party, incidental, consequential, indirect, punitive, exemplary or special damages, or any other losses, costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, detrimental reliance, equity, statutorily, or otherwise, and even if LHSC has been advised of the possibility of such potential liability, in any connection with your reliance on, use of, inability to use the Loaner Tablet, or in connection with your downloading of any materials, text, data, images, video or audio on the Loaner Tablet.

You hereby agree to irrevocably release the hospital parties from all such liability, and you waive all rights with respect to any claim and compensation in connection therewith. You agree and confirm that this exclusion on liability is fair and reasonable in the circumstances of this Agreement.

7. **Indemnification.** By using the Loaner Tablet and/or software services, you agree, to the extent permitted by law to defend, indemnify and hold harmless LHSC against any claims, damages, loss, harm, costs, liabilities and expenses (including reasonable lawyers' fees) arising out of your breach of this Agreement, or in any way related to your access to and use of the Loaner Tablet, and/or software, including any materials (or other content) that you post, store or otherwise transmit on or through the Loaner Tablet, your conduct, your use or inability to use the Loaner Tablet, your breach or alleged breach of the Terms or of any representation, covenant or warranty contained herein, your unauthorized use of LHSC content, or your violation of any rights of any other person.

If you are under the age of 18, your parent or legal guardian accepts and agrees to the Terms on your behalf before you use the Loaner Tablet.

8. **Governing Law.** This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
9. **Breach of Terms of Use.** LHSC may terminate your right to use any Loaner Tablet, for any such length of time as LHSC considers appropriate, if you breach any provision of these Terms and may take any action it considers appropriate up to and including civil action and/or referring the matter to law enforcement for criminal action against you.
10. LHSC reserves the right, but shall have no obligation, to investigate your use of any Loaner Tablet in order to determine whether a violation of these Terms and Conditions has occurred or to comply with any applicable law, regulation, legal process or governmental request.

BY TAKING POSSESSION OF THIS TABLET, YOU AGREE AND ACCEPT THE ABOVE TERMS AND CONDITIONS AS THE BASIS OF YOUR USE OF THE LOANER TABLET PROVIDED.