

Privacy Policy

Effective Date: September 30, 2022

The Ottawa Safety Council (the “OSC”) is committed to protecting your privacy and confidentiality in accordance with its obligations under the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and the applicable provincial privacy legislation. Throughout this Privacy Policy (“Privacy Policy”), the reference to terms we, us and our refer to the OSC.

It is your choice to provide personal information to us. By choosing to provide personal information to us, by using this website (“Site”) you are consenting to the collection, use, disclosure, retention, handling and processing of your personal information for the purposes explained in the links below. Please ensure that all information that you provide is true, accurate and complete.

Without your consent to collect, use and disclose your personal information we are unable to provide you with information or services. If you do not agree with this Privacy Policy or the Terms of Use which govern this Site, please do not provide the OSC with your personal information.

This Privacy Policy explains how we will collect, use, disclose and store Personal Information. We urge you to read the Privacy Policy carefully in order to gain a clear understanding of how the OSC may collect, use or disclose Personal Information.

Definitions

A breach of security safeguards is defined as the loss of, unauthorized access to or unauthorized disclosure of Personal Information resulting from a breach of an organization’s security safeguards or from a failure to establish those safeguards.

Personal Information means any information, in any form, about an identified individual or an individual whose identity may be inferred or determined from such information, other than business contact information (e.g. name, title, business address).

Registration Data means that information required to be provided by you to the OSC in order to access the materials for the RoadSMARTS4Kids program materials, which information may include your name, email address, contact information that has been requested by us during the account registration process.

What this Privacy Policy does not Cover

Please note that this Privacy Policy does not cover business contact information, anonymous aggregate information or data from which the identity of an individual cannot be determined. Subject to any agreement between the OSC and you otherwise, we retain the right to use and disclose such information and data in any way that we determine appropriate.

1. Application. This Privacy Policy applies to all Personal Information collected by us including Personal Information we collect from you through the Site (when you visit the Site (Visitor) or register for any of the RoadSMARTS4Kids programs (Registrant)), as well as Personal Information provided to us by our clients, contractors, service providers, agents, partners, and affiliated entities.

2. Consent. The OSC and its agents, partners, contractors or service providers that may collect Personal Information on behalf of the OSC, will not collect any Personal Information without obtaining the consent of the individual to whom it belongs prior to the collection of the information. By using the Site, or providing us with your Personal Information over the telephone, by email, in writing, by fax or in person, you provide your consent for us to collect, use, disclose and store your Personal Information in accordance with the terms of this Policy.

In most cases and subject to legal and contractual restrictions, you are free to refuse or withdraw your consent to the collection, use, disclosure and storage by the OSC of your Personal Information at any time upon reasonable, advance notice to the OSC. However, the withdrawal of your consent is not retroactive. In certain circumstances, our products or services can only be offered if you provide us with your

Personal Information. If you choose not to provide us with the required Personal Information, we may not be able to offer you these products or services. We will inform you of the consequences of the withdrawal of consent. Notwithstanding anything in this Privacy Policy, we may, from time to time, seek consent from you to use and disclose your Personal Information collected for a purpose other than the purposes set out in this Privacy Policy.

If you are a client of the OSC and you provide us with the Personal Information of other individuals, you are responsible for obtaining the consent of the individuals from whom you collect any Personal Information at the time of collection in accordance with all applicable privacy laws.

3. Collection of Personal Information

What Personal Information Do We Collect?

We may collect the following types of Personal Information: your name, home and/or business address, school name and information, email address, telephone number(s) and credit card information.

We collect only such Personal Information as we deem to be reasonably required for the purpose(s) for which it is collected.

Except as set out in this Privacy Policy (or unless otherwise permitted by the applicable laws), we do not collect Personal Information without first obtaining the consent of the individual concerned to the collection of such Personal Information.

How Do We Collect Your Personal Information?

We collect Personal Information from Registrants who create accounts or have accounts created for them on the Site.

We also collect Personal Information from Registrants who create accounts on the Site, individuals and entities who respond to online or email surveys, or provide information to us in person, in writing, by fax or over the telephone when asked for such information.

We use only fair and lawful methods to collect Personal Information.

4. Use of Personal Information

What Do We Use Your Personal Information For?

We use Personal Information for the following purposes:

- For the performance and delivery of education and training sessions and webinars; To process transactions for the purchase of goods and services;
- To perform activation services and generate reports;
- To improve our products and services;
- To improve the Site.

Unless permitted or required by the applicable laws, we do not use Personal Information for other purposes.

5. Disclosure of Personal Information.

We may disclose your Personal Information between our related entities, as well as to third party individuals or organizations who are our trusted partners, service providers, contractors or agents who assist us in delivering or performing our services, conducting our business, operating our website, so long as those parties agree to use, disclose and store the Personal Information disclosed to them solely for the purpose(s) such Personal Information was provided to them, and to otherwise keep your Personal Information confidential and have appropriate safeguards for the protection of the information.

Unless permitted or required by the applicable laws, we do not disclose Personal Information for other purposes.

If you are an employee, contractor, or consultant of an organization that is a client of ours, Personal Information you provide to us as part of the use of services provided by us may be provided to and used by any related organizations of the OSC engaged by the OSC to provide such services, and/or contractors and our consultants and our affiliates for the purpose of allowing such persons and entities to perform and deliver such services to your organization.

Except as set out otherwise in this Privacy Policy, or except as you may permit from time to time in the manner set out in this Privacy Policy, we will not sell, exchange, transfer or give your Personal Information to any other person or entity for any reason whatsoever.

Where Disclosure Can Be Made Without Consent

There are circumstances where the use and/or disclosure of Personal Information may be justified or permitted without your consent or where the OSC is obliged to disclose Your Personal Information without consent. Such circumstances may include, without limitation:

- where use or disclosure of Personal Information is required by applicable law or by order or requirement of a court, administrative agency or governmental tribunal;
- where the OSC believes, upon reasonable grounds, that the use or disclosure of Personal Information is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- where the use or disclosure of Personal Information is necessary to permit the OSC to pursue available remedies or limit any damages that we may sustain;

- where the Personal Information is public as permitted by applicable law;
- where the use or disclosure of Personal Information is reasonable for the purposes of investigating a breach of an agreement, or actual or suspected illegal activity; or
- where the use or disclosure of Personal Information is necessary for the purpose of a prospective business transaction if use or disclosure of such Personal Information is necessary to determine whether to proceed with the transaction or to complete the transaction, or a completed business transaction where the information is necessary to carry on the activity that was the object of the transaction.

Where obliged or permitted to disclose Personal Information without consent, the OSC will not disclose more Personal Information than is required.

6. Storage and Transfer of Personal Information.

Hard copies of your Personal Information are stored by the OSC in Ontario, Canada. Electronic copies of your Personal Information are stored on servers and/or operated by or for the OSC in Ontario, Canada. Personal Information collected from or about you offline may also be stored in Canada.

However, in certain circumstances, unless prohibited by applicable privacy legislation, Personal Information may also be accessed, transferred and stored outside of Canada by the OSC's contractors, service providers and affiliates. Where Personal Information is accessed, transferred or stored outside of Canada where privacy laws may offer different levels of protection from those in Canada, your Personal Information may be subject to access by and disclosure to law enforcement agencies under the applicable foreign legislation.

7. Protection of Personal Information

How Do We Protect Your Personal Information?

We employ a variety of physical, technical and organizational security measures to maintain the safety of Personal Information.

We offer the use of a secure server. All sensitive financial (e.g. credit card) information, any information provided via the Site is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway providers' database, where it is only accessible by those authorized with special access rights to such systems, and who are required to keep the information confidential.

What Do We Do in Case of a Security Breach?

In case of a Breach of Security Safeguards involving Personal Information under the OSC's control, we will notify you and the appropriate federal or provincial Privacy Commissioners in Canada if it is reasonable in the circumstances to believe that the breach creates a real risk of significant harm to you, including physical, financial or reputational harm. We will also notify any other organization or government institution that can reduce the risk or mitigate the harm from the breach.

8. Cookies and Embedded Scripts

Cookies. Cookies are small text files that are placed on your computer, when you visit a website. We use cookies to collect and save information about your browsing activities in order to understand your preferences while you are visiting our site and to recognize you when you return. You may adjust your

browser settings to manage and/or delete cookies as you wish. Please consult your browser's Help Menu for instructions.

The use of cookies allows us to provide you with a tailored experience that is relevant to you based on (1) Web Analytics; and (2) Marketing Automation.

Embedded Scripts. An embedded script is a programming code that is designed to collect information about your interactions with Site, such as information about the links on which you click. The code is temporarily downloaded onto your device from the Site's web server or a third party service provider. The code is active only while you are connected to Site, and is deactivated or deleted once you disconnect from the Site.

9. Web Analytics

Web analytics is the collection, analysis, measurement, and reporting of data about website traffic for purposes of understanding and optimizing internet usage ("Web Analytics Data").

Cookies support web analytics by creating aggregated statistics on visitors to websites and their browsing behaviour. Two types of cookies are used for this purpose:

- Temporary or session cookies which are only stored on your browser for the duration of your visit. These session cookies follow and track your movements between screens to provide an improved browsing experience
- Persistent cookies are stored on your browser for the purposes of evaluating site usage and compiling reports on website activity.

The use of cookies allows us to provide you with a tailored experience that is relevant to you based on (1) Web Analytics, (2) Marketing Automation, and (3) Targeting Cookies.

Some partners may place 3rd party cookies on the OSC website.

10. Access and Correction of Personal Information

How can you Access or Correct any Inaccuracies in your Personal Information?

The OSC endeavours to ensure that all Personal Information provided by or about you and in its possession is accurate, current and complete as necessary for the purposes for which we use that Personal Information. If we become aware that Personal Information is inaccurate, incomplete or out of date, we will revise the Personal Information and, if necessary, use our best efforts to inform third party service providers or contractors which were provided with inaccurate information to enable those third parties to also correct their records.

The OSC permits the reasonable right of access and review of Personal Information held by us and will endeavour to provide the Personal Information in question within a reasonable time, generally no later than 30 days following the request. To guard against fraudulent requests for access, we may require sufficient information to allow us to confirm that the person making the request is authorized to do so before granting access or making corrections.

We will provide copies of the Personal Information in our possession in a form that is easy to understand or in a summary form where appropriate. The OSC reserves the right not to change any Personal

Information but will append any alternative text the individual concerned believes to be appropriate. The OSC will not charge you for verifying or correcting your information, however, to the extent permitted by applicable law, there may be a minimal charge imposed if you need a copy of records.

11. Retention of Personal Information

How Long Do We Retain Your Personal Information?

We keep your Personal Information only as long as we believe it is required to be used and kept in view of the reasons for which it was collected and purposes for which it will be used. The length of time we will retain Personal Information varies depending on the purpose(s) for which it was collected and the nature of the Personal Information. This period may extend beyond the end of your relationship or contract with us (or the relationship or contract of your organization with the OSC, or its affiliates and licensees, as applicable) but it will be only for so long as we believe it to be necessary for us to have sufficient Personal Information to respond to any issues that may arise at a later date.

12. Links to Other Websites

The OSC may provide links to, or automatically produce search results for, third-party websites or resources or third-party information referencing or linking to third-party websites or resources. The OSC has no control over such third-party websites and resources, and website users acknowledge and agree that the OSC is not responsible for the content or information contained therein. When website users follow such a link, they are no longer protected by our Privacy Policy, and we encourage you to read the privacy statements or other disclaimers of such other parties. The OSC is not responsible for the privacy or security practices or the content of non-OSC websites, services or products.

The OSC cannot and does not guarantee, represent or warrant that the content or information contained in such third-party websites and resources is accurate, legal, non-infringing or inoffensive. The OSC does not endorse the content or information of any third-party we cite or resource and, further, the OSC does not warrant that such websites or resources will not contain viruses or other malicious code or will not otherwise affect your computer. By using any of the OSC's systems or websites to search for or link to a third-party website, you agree and understand that the OSC shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with their use of, or reliance on, the OSC to obtain search results or to link to a third-party website.

13. The OSC Opt-in Mailing List

If you have provided your consent to receive information from the OSC, the OSC may, from time to time, use your e-mail or regular mailing address to send you information on the OSC's products and services. The OSC may also collect the information that you provided on the subscription or registration form such as your name and name of your company (if applicable), your address, telephone and fax numbers and your language of preference.

14. Withdraw Consent

At any time by contacting the OSC, you may withdraw your consent to receive electronic messages from the OSC and the OSC will remove your name from the OSC's mailing list.

15. Resolving Your Privacy Concerns

In the event of questions about: (i) access to Personal Information; (ii) our collection, use, disclosure or storage of Personal Information; or (iii) this Privacy Policy; please contact the OSC's Privacy Officer by sending an e-mail to Jamie Kwong, Privacy Officer @ info@ottawasafetycouncil.ca.

The OSC will investigate all complaints and if a complaint is justified, we will take all reasonable steps to resolve the issue.

16. Changes to This Policy

The OSC may update this Privacy Policy from time to time if our privacy practices change or if the law requires changes to it. We will post any Privacy Policy changes on this page, and, if the changes are significant, we will provide a more prominent notice and a summary of the relevant changes at the top of the page. You should review this Privacy Policy regularly for changes. You can easily see if changes have been made by checking the Effective Date above.

If you do not agree to the terms of this Privacy Policy, you should exit the Site and cease use of all OSC services immediately or contact the OSC to withdraw your consent. Your continued use of the Site or the OSC services following the posting of any changes to this Privacy Policy means you agree to be bound by the terms of this Privacy Policy. Any withdrawal of your consent is subject to Section 2 of the Privacy Policy.

17. Language. This Privacy Policy is drafted in English, however we have provided translations of the Privacy Policy into other languages. To the extent of any conflict between the Privacy Policy in English and any version in another language, the English version shall prevail.