



Online Terms of Use

Effective Date	February 25, 2022
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Item 1: Using this website

You agree to the terms of use by using this website

Your access to, and use of, this site each time is subject to the following Online Terms of Use (“Terms of Use”) and all applicable laws and regulations. By accessing and using the site, you accept each time without limitation or qualification, these Terms of Use (which we may revise periodically without notice), and acknowledge that any other agreement between you and Skate Canada are superseded with respect to this subject matter. If you do not agree and accept, without limitation or qualification, these Terms of Use please exit the site. The Terms of Use include terms specific for a particular use; these section however also include all general Terms of Use.

Legal Notice

Information contained in this Skate Canada website is for information purposes only. The website and the information (including changes to the terms herein) may be changed or updated from time to time without notice. In consideration for using this Skate Canada website, the visitor agrees to hold Skate Canada and its directors, officers, members, and employees harmless against any claims for damages or costs of any loss of any kind arising out of the access to or use of this website or any information contained in or obtained throughout this website. As visitors access this website or any information contained in or obtained through this website is deemed to be provided in the Province of Ontario, Canada, and is subject to the laws of Ontario and Canada applicable therein. If you access this website from outside of Canada, you do so at your own risk and are responsible for compliance with local, national, or international laws.

Note: Information may be stored and processed in any country where we have third-party service providers. By using our programs and services including accessing and using our website, you consent to the transfer of confidential/personal information to countries outside of Canada — including the United States — which may provide for different data protection rules.



Privacy and your personal information

Skate Canada respects individuals' privacy rights and takes its responsibilities regarding the collection, use and disclosure of personal information seriously. Skate Canada is committed to protecting the privacy of any personal information you may provide when visiting the Skate Canada website. Any further use of the personal information you give us will be governed by the Skate Canada Privacy Code, in compliance with the federal *Personal Information Protection and Electronic Documents Act (PIPEDA)*. To access the full version of the Skate Canada Privacy Code, please click [here](#).

Skate Canada's website does not automatically gather any specific personal information from you, such as your name, phone number or email address. We only obtain this type of information if you supply it by sending us an e-mail, subscribing to a mailing list, or registering in the Members Only portion of the site. All information voluntarily sent to the Skate Canada web site, by email, feedback form or other means becomes the property of Skate Canada. Skate Canada does not sell, share or lease any personal information. To access the full version of the Skate Canada Privacy Code please click [here](#).

Skate Canada ensures that appropriate security safeguards are in place and that personal information collected through the website is securely stored against loss, theft, unauthorized access, disclosure or modification, however, it is important to be aware that the Internet is not a secure medium, and neither the security of your communications, nor visits to this website, can be completely guaranteed. Skate Canada is not liable for any damages resulting from the transmission, interception, or corruption of communications to or from this website, including if you send confidential information to Skate Canada by regular, unencrypted e-mail or over the Internet or if Skate Canada sends confidential information to you by regular, unencrypted e-mail over the Internet at your request and that information becomes public through no fault of Skate Canada.

Non-personal information

Skate Canada gathers non-personal information concerning the use of its website content through "traffic data" captured in standard web logs and through feedback. Any visitor to this website providing non-personal information to Skate Canada agrees that Skate Canada shall have no obligation with respect to such non-personal information and shall be free to use, distribute, disclose and reproduce the non-personal information to others and shall be free to use the non-personal information for any purpose. This non-personal information is compiled about visitors as a whole and does not single out or identify specific individuals, except, as noted in the previous section ("Privacy and personal information") when a user accesses the membership site (where they are required to sign in with their username and password). This is for purposes of statistical analysis to improve the content and services we offer and is disclosed to third parties only in aggregate form. Any non-personal information provided by a visitor to the Skate Canada website shall be non-proprietary and deemed to be non-confidential and must be truthful, legal and not violate the rights of others.



Non-personal Information collected may include:

- your internet protocol (“IP”) address, MAC address or other device identifier
- the web browser you use
- the make and model of your computer or other device, the information about the screen size
- technical information about your means of connection to our website, such as the operating systems and the Internet service providers utilized, and other similar information
- date and time of visit
- areas you visit, average time spent on our website, and search terms you utilize on the Skate Canada website and about the links you may select without our site to other areas of the World Wide Web or elsewhere online

Privacy of Children

We understand that young people need special safeguards and privacy protection. We realize that they may not understand all the provisions of our privacy policies or be able to make thoughtful decisions about the choices made to adult users. We strongly urge all parents to participate in their children’s exploration of the Internet and any online services, and to teach their children about protecting their personal information while online.

Disclaimer

The nature of Internet communications means that your communications may be susceptible to data corruption, unauthorized access, interception and delays. This website may include incomplete information, inaccuracies or typographical errors. Skate Canada, and any other persons involved in the management of this website, may make changes in the information and content included in this website at any time without notice.

Skate Canada shall not be responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in this website or by any technical or human error which may occur in the processing of submissions in this website. Website providers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of, entries.

Skate Canada shall not be responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email (or other electronic communication address) on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to members or to any other person’s computer related to or resulting from using services or downloading materials in this website. If, for



any reason, this website is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of website providers which corrupt or affect the administration, security, fairness, integrity or proper conduct of this website, website providers reserve the right to cancel, terminate, modify or suspend the services or website indefinitely.

Technologies we use

Skate Canada uses "cookies" and other technologies such as pixel tags and web beacons to collect information and track user patterns on its website. A cookie is a small text file containing a unique identification number that identifies your browser (not you) to our website each time you visit. Cookies allow Skate Canada to assess which pages of our website are visited and by how many people.

There are two main types of cookies:

- Session cookies: these are temporary cookies that expire when you leave the site. Session cookies allow the website to recognize you as you navigate between pages during a single browser session and allow you to use the website most efficiently. See section entitled "Why we use these technologies" for further details.
- Persistent cookies: in contrast to session cookies, persistent cookies are stored on your online device between browsing sessions until expiry or deletion. They enable the website to "recognize" you on your return, remember your preferences, and personalize services to you.

We use both session and persistent cookies on our website. The benefit of enabling cookies is that it will allow your use of Skate Canada's websites to be faster, easier and tailored to your interests.

Although the Skate Canada website may assign a cookie to your computer, unless you specifically advise us as a user logged into the Skate Canada membership site, we will not know who you are. Cookies cannot be used by themselves to determine the individual identity of any visitor to our website and Skate Canada does not combine information gathered by a cookie with personally identifiable information such as your name, telephone number or email address without your consent. Most websites use cookies and most internet browsers are set up to accept them, but if you would prefer, you can reset your browser settings to notify you when you have been assigned a cookie or to not accept cookies. If you refuse to accept cookies, you may not be able to use some of the features available on our site.

Pixel tags and web beacon technologies provide information about how you interact with our websites and emails. For example, pixels can be used to determine when an email has been opened or forwarded and how



much of it has been viewed. These technologies may communicate with services to obtain images and other content and to relay information about the IP address being used to access our website and information about your browser.

Why we use these technologies

- To collect statistical information: we use these technologies to collect and evaluate statistical information on how you use our websites to help us improve our websites, programs and services
- To measure engagement: we use these technologies to gain a better understanding of member / customer behaviours on our website to develop strategies to better serve you and make it easier for you to navigate our websites and find information about our programs and services
- For security and verification: we use these technologies to help us maintain security and verify your details while you navigate as a user when you sign-in to the Skate Canada Membership Site, which enables you to avoid having to re-enter your details each time you enter a new page, as you will remain logged in
- To authenticate your computer: we use these technologies to gather information such as IP address and browser type to authenticate you (if you log into the Skate Canada membership site) and your computer
- For analytics: we may use web analytics services such as Google Analytics to help us analyze how visitors use our website so that we can better understand and improve our websites. These third parties may collect your IP address or device identifier on the date you visit a website as well as the number of visitors to our site, where visitors have come to the site from and the pages they visit. For example, with Google Analytics, the information generated by the cookie about your use of the site (including your IP address, user account identifier) will be transmitted to and stored by a Google server. Google uses this information for the purpose of evaluating your use of the site, compiling reports on site activity for us, and providing us with other services related to site activity and internet activity. For instructions on how to opt-out of Google Analytics, please see *“How to control or refuse cookies”* below.

How to control or refuse cookies

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You can prevent the storage and processing of data relating to your use of our site by Google as follows:

- You can opt out of Google Analytics by installing Google's **opt-out browser add-on** (<https://tools.google.com/dlpage/gaoptout>)

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Although the Skate Canada website may be linked to other sites, Skate Canada is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked site, unless specifically stated therein. Your linking to any other off-site pages or other sites is at your own discretion and risk.

User Feedback

If the website is not available or does not work properly, you may at any time contact Skate Canada via info@skatecanada.ca to report issues. If you have a question or complaint regarding the website, please send an email to info@skatecanada.ca.

Please note that email communications will not necessarily be secure; accordingly, you should not include any credit card information or other personal and/or sensitive information in your email correspondence with us.

Any comments or materials sent to Skate Canada, including feedback data, such as questions, ideas, comments, suggestions or the like regarding the content of any such documents (collectively “**Feedback**”), shall be deemed to be non-confidential. Skate Canada shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works or improvements and distribute the Feedback to others without limitation. Further, Skate Canada shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback.

Skate Canada access control

Skate Canada shall have the right, at all times, to prevent, intercept, prohibit or otherwise restrict, your access to and/or use of a Skate Canada website if Skate Canada determines, in its sole and absolute discretion, that you have not (or Skate Canada has a reasonable basis to believe or expect that you may not) fully complied with all of the provisions set out in this agreement.



Unlawful behaviour

It is strictly prohibited to use a Skate Canada website to communicate to others, to post on this website, or otherwise transmit to this website, any materials, information, or communication that either causes any harm to any person or that is illegal or otherwise unlawful. This includes but is not limited to content/material that is hateful, harassing, pornographic, harmful to children, obscene, indecent, profane, defamatory, libelous, and/or threatening which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law or regulation (including, but not limited to, racial hatred or terrorist acts, incites violence, incites the use of drugs, or incites any other behaviour contrary to good morals, public order and legislation)

Skate Canada and all parties involved in creating, producing or delivering our website(s) assume no responsibility or liability which may arise from the content thereof, including but not limited to claims for any of the above-noted matters. You agree to indemnify and hold harmless the third-party web site providers, their respective parents, subsidiaries, affiliates, directors, sponsors, officers, agents, and employees against and from all claims, damages, liabilities, costs and expenses asserted by third parties alleging that the website includes obscenity, libel, slander, or infringes upon the third-party's intellectual property or privacy rights, as a direct result of your actions in the use of the website. You further agree to not knowingly, damage or cause interruption of the services on the website, prevent others from using the website or obtain or modify another user's non-public account information without their consent. Any attempt by an individual to deliberately damage any part of this website is a violation of criminal and civil laws and should such an attempt be made; the web site providers reserve the right to seek damages from any such person to the fullest extent permitted by law.

Language

Skate Canada respects the Official Languages Act and is committed to ensuring information and services on this website are available in both English and French wherever possible. However, users should be aware that some information from external sources that are not subject to the *Official Languages Act* is only provided as a convenience and is available only in the language in which it was provided. To access the full version of the Skate Canada Official Language Policy, please click [here](#).



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The User shall indemnify and save harmless Skate Canada and its officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the User's use or possession of this Information.