

The Ottawa-Carleton Association for Persons with Developmental Disabilities (OCAPDD)

PRIVACY POLICY

Introduction

The Ottawa-Carleton Association for Persons with Developmental Disabilities (“OCAPDD”) is a not-for-profit corporation and a registered Canadian charity that supports people with developmental disabilities in living healthy, safe and secure lives as participating members of society, through equitable access to the broadest range of societal supports and opportunities.

OCAPDD is committed to protecting your privacy and confidentiality in accordance with our obligations at law, including to the extent applicable, the *Personal Information Protection and Electronic Documents Act*.

This Privacy Policy (the “Policy”) explains how OCAPDD will collect, use and disclose your Personal Information, including through its Hearty Tails program (for more information about Hearty Tails, click here: www.heartytails.ca). We urge you to read the Policy carefully in order to gain a clear understanding of how OCAPDD may collect, use or disclose your Personal Information in the course of your use of our products, services or websites. **By registering for and/or using the website, you agree to the terms of this Policy.**

This Policy covers the following:

1. What is Personal Information?
2. What Personal Information does OCAPDD collect?
3. Why does OCAPDD collect your Personal Information?
4. How does OCAPDD collect your Personal Information?
5. How does OCAPDD use your Personal Information?
6. When may OCAPDD disclose your Personal Information?
7. How can you access or correct any inaccuracies in your Personal Information?
8. How does OCAPDD protect your Personal Information?
9. Links to other websites.
10. Resolving your privacy concerns.
11. Changes to this Privacy Policy.

1. What is Personal Information?

"Personal Information" means any information, recorded 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).

This Policy does not cover business contact information or aggregated data from which the identity of an individual cannot be determined. OCAPDD retains the right to use business contact information and aggregated data in any way that it determines appropriate.

2. What Personal Information does OCAPDD Collect?

OCAPDD collects information about our customers in person, over the phone or via our websites, www.ocapdd.on.ca, www.heartytails.ca and www.underoneroof.ocapdd.on.ca.

In order to complete an order of our products or services over the phone or through an OCAPDD website, you will be asked to create a customer account. To create your customer account, you will be asked to provide OCAPDD with your Personal Information, including:

- (1) your name;
- (2) your address;
- (3) your credit card information; and
- (4) your email address (optional).

OCAPDD uses your credit card information to complete a specific transaction, and does not retain this information after the transaction is completed.

Hearty Tails Program

The Hearty Tails program is a program offered by OCAPDD, whereby people with developmental disabilities will produce a variety of pet treats for sale. Hearty Tails produces pet treats using all natural, human grade ingredients that is gluten and antibiotic free with no fillers, colouring or preservatives. In order to purchase pet treats from Hearty Tails, you will be asked to create a customer account and provide the same Personal Information as described above.

If you choose to sign up for a Hearty Tails newsletter, you will be asked to provide your email address and will have the option of providing us information about the type of pet you own. In addition, you may be asked to provide information about your pet or your pet's preferences as part of OCAPDD's surveys aimed at measuring customer interest and satisfaction with respect to the products, services or websites offered by OCAPDD.

Under One Roof Program

Under One Roof produces crafted mementos such as pins and brooches from the original copper which covered the roofs of Canada's Parliament Buildings. In order to purchase craft mementos from Under One Roof, you will be asked to create a customer account and provide the same Personal Information as described above.

Non-personally Identifiable Information

We may also collect non-personally identifiable information about your use of our products, services or websites when you purchase our products or interact with or use our service or website, or respond to e-mails, newsletters or promotional or other information communications.

3. Why does OCAPDD Collect Personal Information?

OCAPDD may use the Personal Information you provide us to provide you with our products, or the use of our services or websites. In addition, OCAPDD may use your Personal Information to communicate with you via newsletters, and to improve the products, services or websites offered to you by OCAPDD using customer satisfaction surveys.

4. How does OCAPDD Collect your Personal Information?

OCAPDD only collects Personal Information for purposes that would be considered reasonable in the circumstances and only such information as is required for the purposes of providing our products or services. We use only fair and lawful methods to collect Personal Information.

Unless permitted by law, no Personal Information is collected, without first obtaining the consent of the individual concerned to the collection, use and disclosure of that information. However, we may seek consent to use and disclose Personal Information after it has been collected in those cases where we wish to use the information for a new or different purpose where the individual concerned has not already consented to such a use of their personal information.

In most cases and subject to legal and contractual restrictions, you are free to refuse or withdraw your consent at any time upon reasonable, advance notice. It should be noted that in certain circumstances, our products or services can only be offered if you provide your Personal Information to OCAPDD. Consequently, if you choose not 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.

5. How does OCAPDD Use Your Personal Information?

We use the information we collect to provide you with our products, services or websites, and to respond to your questions. We also use it to provide a better user experience and to continue improving the quality of our products and services. We may use Personal Information and other information to communicate with you about our products and services, including updates or newsletters, or to deliver content that may be of interest to you.

We also use the information we collect to ensure that our products, services, or websites remain functioning and secure, or to investigate, prevent or act on any illegal activities or violations of the Terms of Service. Our use of Personal Information is limited to the purposes described in this Policy and OCAPDD does not otherwise sell, trade, barter, exchange or disclose for consideration any Personal Information it has obtained.

6. When may OCAPDD Disclose Your Personal Information?

OCAPDD may disclose your Personal Information to:

- (a) Individuals or organizations who are our advisers or service providers; and
- (b) Individuals or organizations who are, or may be, involved in maintaining, reviewing and developing our systems, procedures and infrastructure including testing or upgrading our website.

(i) Third Party Service Providers or Contractors

OCAPDD may contract with third party service providers to provide support services required for the provision of our products, services or website. Where OCAPDD transfers Personal Information to service providers or contractors that perform services on our behalf, we will require those third parties to use such information solely for the purposes of providing services to OCAPDD or our users, and to have appropriate safeguards for the protection of that Personal Information. Sharing of information with third party service providers and contractors will occur only after those entities have entered into a confidentiality agreement that:

- (a) prohibits them from using, allowing access to, or disclosing your Personal Information to any other party (unless required to do so by law); and
- (b) requires them to have appropriate protections in place to ensure the ongoing confidentiality of your Personal Information.

(ii) Cross Border Transfer of Information

OCAPDD may transfer personal information to a service provider which is located outside of Canada where privacy laws may offer different levels of protection from those in Canada. Your personal information may also be subject to access by and disclosure to law enforcement agencies under the applicable foreign legislation.

(iii) Where Disclosure can be made Without Consent

Please note that there are circumstances where the use and/or disclosure of Personal Information may be justified or permitted or where OCAPDD is obliged to disclose information *without* consent. Such circumstances may include:

- (a) Where required by law or by order or requirement of a court, administrative agency or governmental tribunal;
- (b) Where OCAPDD believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- (c) Where it is necessary to permit OCAPDD to pursue available remedies or limit any damages that we may sustain;

- (d) Where the information is public as permitted by law;
- (e) Where it is reasonable for the purposes of investigating a breach of an agreement, or actual or suspected illegal activity; or
- (f) Where it is necessary for the purpose of a prospective business transaction if the 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. A “business transaction” includes:
 - i. the purchase, sale or other acquisition or disposition of an organization or a part of an organization, or any of its assets;
 - ii. the merger or amalgamation of two or more organizations;
 - iii. the making of a loan or provision of other financing to an organization or a part of an organization;
 - iv. the creating of a charge on, or the taking of a security interest in or a security on, any assets or securities of an organization;
 - v. the lease or licensing of any of an organization’s assets; and
 - vi. any other prescribed arrangement between two or more organizations to conduct a business activity.

Where obliged or permitted to disclose information without consent, OCAPDD will not disclose more information than is required.

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

OCAPDD endeavors to ensure that any Personal Information provided and in our possession is as accurate, current and complete as necessary for the purposes for which we use that 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 so that those third parties may also correct their records.

OCAPDD permits the reasonable right of access and review of Personal Information held by us about an individual and will endeavour to provide the information in question within a reasonable time. 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 information from our records in a form that is easy to understand. OCAPDD reserves the right not to change any Personal Information but will append any alternative text the individual concerned believes to be appropriate.

We keep your Personal Information only as long as it is required for the reasons it was collected. The length of time we retain information varies, depending on the purpose for which it was collected and the nature of the information. This period may extend beyond the end of your

relationship with us but it will be only for so long as it is necessary for us to have sufficient information to respond to any issues that may arise at a later date. When your Personal Information is no longer required for OCAPDD's purposes, we have procedures to destroy, delete, erase or convert it into an anonymous form.

8. How does OCAPDD Protect your Personal Information?

OCAPDD endeavours to maintain appropriate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information. This also applies to our disposal or destruction of Personal Information. OCAPDD further protects Personal Information by restricting access to it to those employees that require access to the information in order that we may provide our Service.

A “**breach of security safeguards**” is 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. In case of a breach of security safeguards involving Personal Information under OCAPDD's control, we will notify the affected individual and the Privacy Commissioner of Canada if it is reasonable in the circumstances to believe that the breach creates a real risk of significant harm to the individual, 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.

9. Links to other websites

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

OCAPDD 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. OCAPDD does not endorse the content or information of any third-party website or resource and, further, OCAPDD does not warrant that such website or resources will not contain viruses or other malicious code or will not otherwise affect your computer. By using any of OCAPDD's websites to search for or link to a third-party website, you agree and understand that OCAPDD 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 your use of, or reliance on, OCAPDD to obtain search results or to link to a third-party website.

10. Resolving your Privacy Concerns

In the event of questions about: (i) access to your Personal Information; (ii) our collection, use, management or disclosure of Personal Information; or (iii) this Policy; please contact OCAPDD's Privacy Officer by sending an e-mail to humanresources@ocapdd.on.ca.

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

11. Changes to this Privacy Policy

OCAPDD will update this policy from time to time if our 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 policy regularly for changes, and can easily see if changes have been made by checking the Effective Date below.

If you do not agree to the terms of this Privacy Policy or any other OCAPDD policy, agreement, or disclaimer, you should exit the site and cease use of all OCAPDD services immediately. Your continued use following the posting of any changes to this Policy means you agree to be bound by the terms of this Privacy Policy.

Effective Date: This Privacy Policy was last updated on **November 2, 2016**.