



**YMCA of  
Hamilton/Burlington/Brantford**

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- I CONSENT
- I DO NOT CONSENT

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5. In order to use the software, you will first be required to complete a registration form and open an account. During registration, you will be required to give contact information and select a unique username and password for your account. The password is used to protect the privacy of your account and should not be shared with others.
6. You agree to provide truthful and complete information to the YMCA at all times. All communication and documentation recorded associated with your account will be protected by YMCA as confidential (subject to exceptions discussed below). You may update the personal information associated with your account or close the account at any time. The YMCA reserves the right to close accounts which are dormant for more than one year. When an account is closed, all material recorded in the account may be removed and permanently destroyed by YMCA at any time.
7. The YMCA reserves the right to remove any material contained in your account which in its sole judgment violates any of these terms and conditions, threatens the privacy or security of any person or is otherwise considered inappropriate for any reason. YMCA also reserves the right to limit the storage capacity of your account.
8. You agree to indemnify and hold harmless the YMCA from any and all claims resulting from your use of the software.

### **Privacy**

9. We take your privacy seriously and, when you provide the YMCA with your personal information, we endeavour to keep it safe. We will not share your personal information with third parties unless compelled to do so by law and will take all reasonable precautions to protect it from inadvertent disclosure. YMCA and its suppliers will only use your personal information for purposes related to the delivery of childcare services to you and your family.
10. We use trusted suppliers to host and manage the database which supports the operation of this software. You can find more information respecting their privacy policies and security measures via these hyperlinks:  
  

<https://aws.amazon.com/security/>
11. The YMCA and its suppliers may track user's activity when using the software. This information is anonymous and provides information that will assist the YMCA to correct errors and develop improvements for the software.
12. You may not attempt to, nor assist or encourage others to, circumvent, disable, defeat, reverse engineer, decompile or tamper with any of the security features or components of the software for any reason. You may not access or attempt to access any account that you are not

authorized to access. Security violations and the unauthorized access of private accounts may result in civil or criminal liability.

13. You agree to promptly notify the YMCA of any misuse, misappropriation, unauthorized disclosure, display or copying of personal data or the software that come to your attention.
14. You have a right to challenge the accuracy and completeness of your personal information and to have it amended, as appropriate. You also have a right to request access to your personal information and receive an accounting of how that information has been used and disclosed, subject to certain exceptions prescribed by law.
15. If your personal information changes or you no longer wish to use this software, you may correct, update or delete/deactivate your account through your account settings in the software. In the alternative, this can be done by contacting the Privacy Officer appointed by the YMCA for your child care program at [kyla\\_kumar@ymca.ca](mailto:kyla_kumar@ymca.ca). We will respond within forty-eight (48) hours of receipt of your written request.
16. The YMCA will also respond to inquiries about its policies and practices relating to the handling of your personal information. Inquiries should be directed to the Privacy Officer appointed by the YMCA for your child care program at [kyla\\_kumar@ymca.ca](mailto:kyla_kumar@ymca.ca) or by using the contact information provided below. We will investigate all complaints and will respond within 10 days of receipt of a written inquiry. If the complaint is found to be justified, we will take appropriate measures to resolve it, including, if necessary, amending our practices.

Contact: Privacy Officer  
YMCA of Hamilton/Burlington/Brantford  
79 James Street, South  
Hamilton, ON  
L8P 2Z1

or

905.529.7102 x 7311

17. To ensure superior functionality at a reasonable cost, your personal data may be transferred to, processed and stored in data centers located outside Canada. This means that it may be accessed by law enforcement and national security authorities in those jurisdictions. This may sometimes occur without our knowledge or prior consent.
18. When we receive positive feedback from our users, we like to share it with others, and may use comments we've received by email, Facebook, Twitter or other communication mediums for the promotion of this software and the YMCA. The YMCA will never show your email address, will

never use your comments out of context and will respect your privacy by disclosing only your first name and your municipal location in association with the feedback.

#### AGREEMENT

By using this software, you agree that you have read, understood and will comply with these terms and conditions.

- I AGREE
- I DO NOT AGREE