

Last Revised: January 2016

Our Commitment to Protecting

Your Privacy

St. John's-Kilmarnock School is committed to protecting the privacy of our families, students, employees, alumni, donors, stakeholders and other individuals about or from whom we collect personal information. We value the trust of those we deal with, and of the public, and recognize that maintaining this trust requires that we be transparent and accountable in how we treat the information that you choose to share with us.

St. John's-Kilmarnock School embraces the principles of the Canadian Standards Association Model Code for the Protection of Personal Information and the Personal Information Protection and Electronic Documents Act (PIPEDA) to ensure that all personal information is properly collected, used only for the purpose for which it's collected, and is disposed of in a safe and timely manner when no longer required.

SJK collects and uses Personal Information for communication to and with its constituents, and electronic messages are communicated in accordance with the requirements outlined in Canada's Anti-Spam Legislation (CASL), effective July 1, 2014. Individuals may withdraw their consent, or re-subscribe to provide express consent, to receive commercial electronic messages from SJK at anytime.

SJK collects student and related family personal information for the following purposes: to support the development and delivery of the school's educational programs; to meet legal and regulatory requirements regarding student records; for health and safety; for fundraising and related activities; to assess suitability for scholarships, bursaries and other financial awards and for providing references to support post secondary or other applications by students.

By selecting SJK for the delivery of an educational program to your child, you consent to our collection, use and disclosure of the student's personal information to the extent necessary to deliver educational programs and services to the student.

SJK may be legally required to disclose Personal Information, for example in response to a warrant, court order or under the laws governing educational institutions and may disclose Personal Information, for example to law enforcement officers to assist with an investigation, or to protect the safety of our community members and School. During the course of our various projects and activities, we frequently gather and use personal information. Anyone from whom we collect such information should expect that it will be carefully protected and that any use of or dealing with this information is subject to consent. Our privacy practices are designed to achieve this.

Defining Personal Information

Personal information is any information that can be used to distinguish, identify or contact a specific individual. This information can include an individual's opinions or beliefs, as well as facts about, or related to, the individual. Exceptions: business contact

information and certain publicly available information, such as names, addresses and telephone numbers as published in telephone directories, are not considered personal information.

Where an individual uses his or her home contact information as business contact information as well, we consider that the contact information is business contact information, and is not therefore subject to protection as personal information.

Privacy Practices

Personal information gathered by SJK is kept in confidence. Our personnel are authorized to access personal information based only on their need to deal with the information for the reason(s) for which it is obtained. Safeguards are in place to ensure that information is not disclosed or shared more widely than is necessary to achieve the purpose for which it was gathered. We also take measures to ensure the integrity of this information is maintained and to prevent its being lost or destroyed.

We collect, use and disclose personal information only for purposes that a reasonable person would consider appropriate in light of the circumstances. SJK collects Personal Information and uses it solely in order to: provide ongoing services; answer questions or queries; review and evaluate job applications filed online through our website; provide you with information (e.g. through direct mail or e-communications); protect you as us from error and fraud; and where required, co-operate with law enforcement authorities to comply with a court order or to prevent a breach of any applicable law. SJK will infer your consent to the collection of Personal Information for these purposes through your use of our website and other SJK systems.

SJK may share the Personal Information you provide with other companies hired to provide a service to us. These companies, our third party vendors, are contractually bound to use Personal Information shared with them only to perform the services they have been hired to provide. SJK does not share, sell or lease Personal Information about you to any other third parties except as otherwise described in this Privacy Policy. By choosing to provide SJK with your Personal Information as described in this Privacy Policy, you are further consenting to its use in accordance with the principles outlined in this Privacy Policy and as may be further outlined at the time of collection.

We routinely offer individuals we deal with the opportunity to opt not to have their information shared for purposes beyond those for which it was explicitly collected. SJK retains personal information, including student, parent and employee personal information, only as long as necessary for the fulfillment of the purposes for which it was collected, or as required, or permitted by law.

Except in a limited number of circumstances defined by law, upon written request you may view your Personal Information in the School's records. We may ask you for identification to ensure that we do not inadvertently disclose Personal Information to an unauthorized person. If you would like to request access to your Personal Information or

authorize SJK to disclose it to someone else, please advise our Director of Communications and Marketing by email at mmatthews@sjkschool.org.

Website and Electronic Communications

Our website is operated by St. John's-Kilmarnock School for the benefit of our families, students, employees, alumni, donors, stakeholders and those interested in supporting our organization. It is free for use by individual web users. No registration is required.

All personal information such as e-mail addresses and financial information, collected by St. John's-Kilmarnock School's website is knowingly and specifically supplied to us by the website user. We use password protocols and encryption software to protect personal and other information we receive when a product, service or donation is transacted and/or paid for online. Our software is routinely updated to maximize protection of such information. We expect that all Internet users are running the latest version of their Web browser and that security features are enabled.

The School uses external service providers to assist with certain operations, for example the support and maintenance of its electronic records and systems. Some of SJK's service providers, including its IT service providers, operate in countries outside of Canada. Where required for their services, SJK will transfer or otherwise permit its service providers to store/access Personal Information (including financial and personal health information). SJK prohibits its service providers from using Personal Information except to the extent required to provide their services and requires them to adhere to the School's privacy standards for the protection of Personal Information. Your personal information is protected through reasonable contractual measures. Where SJK's service providers operate in countries other than Canada and use or store Personal Information, that information will be subject to and may be disclosed under the laws of those other countries, including to their governments and government agencies.

Our electronic purchase service (payment gateway) requires that cardholders provide contact information, financial information and ordering information. This information is collected and used to process transactions and for internal accounting and other procedures. Following a transaction, SJK may contact cardholders by phone or email for security purposes.

For website users under 18, please be sure to obtain your parent's or guardian's permission before you send any information about yourself to us or anyone else over the Internet. We encourage parents to get involved with their children's online usage and to be aware of the activities in which they are participating.

Cookies

Like many other websites, we use cookies to better understand how our site is used, to make sure our information and dynamic content are served correctly, and to improve the performance of our site to our users, particularly the way search pages are delivered. St. John's-Kilmarnock School does not use cookies to retain personal information about our

users, and we do not sell information about our traffic patterns. Aggregated site usage data may be provided to our stakeholders.

Terms & Conditions of Use of the Website

By accessing and using the Website (as defined in the Privacy Statement and including all content on the Website), you are deemed to have agreed to these terms and conditions of use (“Terms of Use”) and any other notices, guidelines and rules posted by St. John’s-Kilmarnock School College (“SJK and the “School) on the Website from time to time (each of which is incorporated by reference into and forms a part of these Terms of Use) and all applicable laws governing the Website.

SJK has the right, in its sole discretion and without notice, to add, remove or otherwise modify or change any part of these Terms of Use at any time including, but not limited to, the content and availability of the Website. The date on which these Terms of Use were last changed appears above for your reference. Please note that your continued use of the Website after a change to these Terms of Use will constitute acceptance by you of that change.

Entering Personal Information

We will collect and store any Personal Information you provide to use through the Website, by signing up online for an event, program, alumnae activity or mailing list for example. The School uses such Personal Information in accordance with our Privacy Statement, posted above. If you provide us with Personal Information about someone other than yourself, we are relying on the fact that you are representing to SJK that you have that individual’s consent or are otherwise authorized to provide us with the information.

Purpose, Intellectual Property Rights, Permitted Use of Website

The Website is provided for general information purposes only. Content on the Website is not a substitute for professional advice or advice specific to any particular situation and may need to be modified for particular circumstances or used in consultation with an advisor. All Website content (including text, photos, graphics/images, logos, video and audio files) is copyrighted. SJK either owns the intellectual property rights in the Website, including without limitation underlying HTML and Website content, including without limitation names of programs, courses and materials, for example, or has obtained permission to use the contents from the licensor. SJK reserves all rights in and to the Website that are not specifically granted under these Terms of Use.

SJK grants you a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use the Website solely for your own personal, non-commercial and nonpolitical purposes, subject to the restrictions in these Terms of Use. For these purposes, you may display on your computer, print and download content from the Website, provided that you retain all copyright and other proprietary notices and any disclaimer relating to the content on the copy that you make. You may not otherwise copy, reproduce, download, display, republish, modify, transmit, broadcast or distribute the Website, or any portion

thereof, in any medium whatsoever (electronic or otherwise) or create any derivative work based on the Website without the permission of SJK.

You may not use the Website to infringe the rights of, restrict or inhibit anyone else's use or enjoyment of the Website, disseminate any unlawful or objectionable material (in the opinion of the School acting reasonably), obtain unauthorized access to or interfere with SJK's computer systems, or otherwise breach applicable laws or regulations. Nothing in these Terms of Use confer or may be interpreted to confer on any user of the Website, any rights or license, including without limitation, any right under any patent, copyright, trademark, moral right or other intellectual property right (whether or not registered) of the School or any third party.

Disclaimer and Limitation of St. John's-Kilmarnock School's Liability

The Website is provided "as is" and "as available". The Website is not guaranteed to be error-free or uninterrupted. Although SJK makes every effort to ensure that the content is accurate and up-to-date, it will not be liable for damages of any kind arising out of your reliance on the content. SJK assumes no responsibility and provides no warranties, representations, guarantees, covenants or conditions, express or implied (either in fact or by operation of law) or statutory, including without limitation with respect to the quality, accuracy, reliability, currency, completeness, merchantability, fitness for a particular purpose, non-infringement, or continued availability of the Website. You agree that you will bear all risks associated with the use of the Website, including without limitation any reliance you place on its availability or the accuracy or appropriateness for any purpose of content on the Website, and you acknowledge that you are solely responsible for actions and communications you undertake using the Website.

Clicking on certain links within the Website will take you into websites that are not under the control of and are not maintained by SJK. You acknowledge and agree that SJK is not responsible for the availability of such external sites, does not endorse and is not responsible or liable for any content, advertising, information, products or other materials on or available from such sites.

You also acknowledge and agree that SJK will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services described or made available through any external site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take protective measures to guard against harm, including as a result of computer viruses. SJK will not be liable to you (whether in contract, or tort including negligence or gross negligence, or otherwise), for any loss or damages whatsoever you incur by use of the Website, including without limitation, damages for harm to business, loss of information, programs or data, loss of profit or revenue, loss of goodwill, or for direct, indirect, special, incidental, consequential, punitive or exemplary damages, however caused or arising (even if SJK has been notified of the possibility of such damages or loss or if such damages or loss were foreseeable).

Restricted Access Portals: Confidentiality Agreement

SJK maintains restricted, password-protected areas of the Website (“Portals”) for the exclusive use of designated groups of members of the SJK community including faculty and staff, parents, students, alumni and Board members. Use of a Portal is conditional upon compliance with applicable SJK policies and practices, including the Code of Conduct, Harassment Policy and Acceptable Use of Technology Policy, which must be entered into by faculty and staff, parents, students and Board members each school year. The applicable policies and practices may be obtained from the Parent-Student Handbook or the Portals.

General Terms

These Terms of Use, as amended from time to time, constitute the entire agreement between you and SJK regarding the Website and use of the Website and supersede all other communications, representations or agreements, either oral or written, between you and SJK with respect to these matters.

SJK has the right to suspend access to the Website of anyone who breaches the Privacy Statement or these Terms of Use. You agree that you will be responsible for any and all losses, damages, liability and costs incurred or suffered by the School resulting directly or indirectly from any claim or demand brought against the School that arises out of or relates to your connection to or use of the Website, your violation of the Privacy Statement or these Terms of Use, or your violation of the rights of another person or organization in connection with the Website.

The Website is controlled, operated and administered by SJK from the Province of Ontario in Canada and these Terms of Use will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario (other than any conflict of laws rules that would result in the choice of laws of another jurisdiction). You agree to submit to the exclusive jurisdiction of the courts of Ontario in connection with any matter arising out of or relating to the Website or your use of the Website.