

# **A.T.S.S.A.**

## **Automotive Transportation Service Superintendents' Association**

### **Policies, Warranties and Disclaimers**

#### **Privacy Policy**

##### **Introduction**

The ATSSA's ongoing commitment to protect the privacy and confidentiality of your personal information is addressed in this Privacy Policy. Our policy complies with the requirements of the *Personal Information Protection and Electronic Documents Act* of Canada<sup>13</sup> and the Canadian Standards Association Model Code for the Protection of Personal Information.

The Privacy Policy explains our commitment to respect and protect your personal information. We want you to know why we need your personal information, how the confidentiality of this information is protected, and how you can find out what information about you is recorded.

##### **Accountability**

ATSSA is responsible for your personal information under its control. We have appointed the ATSSA Vice President as the person who is accountable for the Association's compliance to this Privacy Policy.

##### **Identifying Purposes**

We will identify to you the purposes for which personal information is collected by us at or before the time the information is collected.

##### **Your File**

Personal information is the information that relates to you, that identifies you as a member of ATSSA and that allows us to provide services and benefits directly to you.

The ATSSA collects and uses personal information for the following purposes:

- a. To process applications for membership or volunteerism.
- b. To compile profiles on directors and members of committees.

- c. To provide requested information (e.g. meeting/event information, brochures, newsletters, etc.)
- d. To process purchases such as; Tickets for activities/Events, Outings, or any other merchandise purchased or requested from committee members or the ATSSA web sites.
- e. To solicit and process donations.
- f. To issue invoicing and tax receipts.
- g. To process applications for funding (e.g. Apprenticeship Awards, Sponsorships, etc.) from the ATSSA.
- h. For any other purpose to which consent is given.
- i. To comply with the law

Of course, you can choose not to provide us with some or all of your personal information. However, this choice may not enable us to provide you with the membership or information that you requested or that could be offered to you.

## **Consent**

Your knowledge and consent are required for the collection, use, or disclosure of your personal information. We only collect, use, or disclose personal information for purposes we clearly define to you. For example, when you become a member of the ATSSA, your name and address will be used for general mailing and renewal purposes.

We believe you would also expect us to contact you to advise you of new and existing services, upcoming events and benefits that may be of interest to you. From time to time, we will inform you of such services, events and benefits via direct marketing. Direct marketing material is usually delivered to you by mail, telephone or electronic means. You may choose not to receive these offers and have your name deleted from our direct marketing lists.

## **Third-Party Disclosure**

The names, addresses and telephone numbers of our members may be transmitted to a trusted third-party mailing service in order to inform you of services that we offer (or that we and our partners jointly offer) and/or upcoming events that we believe may interest you. We require our partners to have a policy in place that complies with the requirements of applicable federal or provincial privacy legislation in Canada and the Canadian Standards Association Model Code for the Protection of Personal Information. Except as required by law, ATSSA does not sell or disclose any of your personal information to any other organization and ATSSA will not transmit personal information

to third parties without first obtaining your written consent to do so. From time to time, the ATSSA may disclose personal information to volunteers/staff who act as adjudicators on behalf of the ATSSA in the assessment of applications for funding or to assess applications to volunteer.

ATSSA may, however, disclose information to third parties in the following cases:

1. to our lawyer;
2. to a police force, if required by law;
3. to a person authorized by law;
4. to a government agency which can oblige us to do so;
5. in emergency situations in which the life, health or safety of a member is in jeopardy;
6. to all other persons authorized by law

### **Limiting Collection**

We only collect the information that we need in order to deliver services and benefits to you. We do not use techniques or other methods to collect personal information about you without your knowledge.

### **Limiting Use, Disclosure, and Retention**

We do not use or disclose your personal information for any purposes other than those for which it was collected, except as required by law or with your consent.

**Retention:** Your personal information is retained only as long as necessary for the fulfillment of those purposes. ATSSA does not keep your personal information if it is no longer needed for the purposes required or as required by law.

### **Accuracy**

Your personal information is kept as complete, accurate and up-to-date as is necessary for the purposes for which it is to be used.

### **Safeguards**

The ATSSA protects your personal information by using safeguards that are appropriate to the sensitivity of the information.

### **Our Directors and Officers Responsibilities**

Each of our Directors and Officers is responsible for maintaining the confidentiality of all personal information to which they have access. We keep our Directors and Officers informed about our policies and procedures for protecting personal information. Where necessary, our Directors and Officers are required to sign agreements to keep your personal information confidential.

## **Keeping Your Personal Information Confidential**

Your personal information is secure within the ATSSA.

We have comprehensive security controls to protect against non-authorized access, use, alteration, duplication, destruction, or disclosure.

1. Our safeguards protect personal information against loss or theft, regardless of the format in which it is held.
2. We have strict procedures in place with respect to destroying, deleting or disposing of personal information when it is no longer required for the purposes set out in this policy, or by law.

## **Openness**

We will make our complete policies and practices relating to the management of your personal information readily available to you upon your request.

## **Member Access**

Upon request in writing, you will be informed of the existence, use, and disclosure of your personal information and you will be given access to that information. We will assist any member who informs us that they need assistance in preparing a request concerning personal information. You may challenge the accuracy and completeness of the information and have it amended as appropriate.

## **Accessing Your Personal Information File**

If you wish to review or verify the personal information in your file or find out to whom we have disclosed it, you can do so by writing to us at the following address:

ATSSA  
14 Broomfield Crt.  
Brampton ON L6Z 1T5

Or you can send an email to:

atssaorg@sympatico.ca

According to privacy legislation, ATSSA has thirty (30) days to reply to a request for access to a file, except under the circumstances set out in s.8(4) of the Personal Information Protection and Electronic Documents Act.

### **Accuracy of Your File**

You can ask to delete or correct any information contained in your file. The request for correction must be made by writing to us either by mail at the above-mentioned mailing address or by email at the above-mentioned email address. The ATSSA will reply within thirty (30) days.

### **Challenging Compliance**

You can address any concern you may have regarding our compliance with this Policy to our Vice President .

## **Internet Related Policies**

The ATSSA / CFMS sites were created to be informative. Accordingly, we will permit you to download or photocopy material displayed on this site for your non-commercial personal use. Any content or graphics extracted from the site must prominently display copyright and other proprietary notices. The ATSSA / CFMS uses appropriate technological safeguards (e.g. firewalls, virus protection, passwords, encryption software) to protect all personal information which is received online.

Inquiries can be sent to the ATSSA from the Contact Us page of this website. Any contact or other information provided to the ATSSA is used strictly for the purposes of responding to the inquiry, is not disclosed to any third party and is only kept long enough to respond to the inquiry. All such information is protected as outlined in this policy.

### **Cookies**

As with most sites, certain non-personal information is recorded by the standard operation of our servers ("cookie" technology). Such information is used to provide an enhanced online experience, and may include:

- The name of the ISP from which you access the Internet
- The date and time you accessed the site
- The Internet address of the Web site from which you enter our site and where you go after you leave our site

This information is used to measure and monitor the use of our site and to improve its content. The "Cookie Technology" does not personally identify you or extract any information from your computer. Data which would personally identify you is known only when voluntarily submitted.

### **When you leave our web-site**

This policy discloses the privacy practices for our website. However, our site contains links to other sites and once you link to another site, you are subject to the privacy and security policies of the new site. We encourage you to read the Privacy Policies of all websites you visit, especially if you share any personal information.

## **Intellectual Property Policy**

This website is owned by the ATSSA. Any images, graphics, multimedia or content is copyrighted by the ATSSA and or its shareholders and may only be used in the manner provided for in Intellectual Property Policy. In addition, the site contains names, logos, trademarks, service marks and other intellectual property, which is the property of the ATSSA and / or its shareholders and as such may not be used for any purpose without the express written consent of the ATSSA and / or its shareholders.

## **Warranties, Disclaimers & Limitation of Liability**

### **No Warranties**

Every effort has been made to ensure the accuracy of the information presented on this website. However, ATSSA assumes no responsibility for the accuracy of the information. ATSSA may make improvements and/or changes in the programs or services described in this website at any time without notice.

To the fullest extent permitted by applicable law, this information is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above exclusion may not apply to you.

ATSSA shall not under any circumstances be liable to any person or organization for any special, incidental, indirect or consequential damages, including, without limitation, damages resulting from use of or reliance on the information presented on this website, loss of profits or revenues or costs of replacement goods, even in informed in advance of the possibility of such damages.

## **Disclaimers**

Portions of this website may contain commentary on or plain language interpretations of laws and regulations, which is presented for general assistance only. Opinions, commentary and interpretation are those of the author alone, and are not to be construed as legal advice. The official versions of these laws and regulations govern and should be referred to by the user. Official versions of statutes and regulations can be found on relevant government websites. For proper legal advice and interpretation, users should always consult their own legal advisors. Also, material presented on this website may not be up-to-date or constitute a review of all relevant laws relating to a particular matter.

Reference in this website to any products, services, processes, hypertext links to third parties or other information by trade name, trade-mark, manufacturer, and supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by ATSSA. Product and service information are the sole responsibility of each individual vendor or organization.

## **Limitation of Liability**

By transmitting any data or information to ATSSA or any of its affiliates from this web site, you agree to assume all of the risks associated therewith, including the interception of such data or information by third parties in any manner whatsoever, and you further agree that neither ATSSA nor any of its affiliates will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if ATSSA or any of its affiliates has been apprised of the likelihood of such loss or damage occurring.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, therefore parts of the above exclusion and limitation may not apply to you.

## **Updating of Policies, Warranties and Disclaimers**

By law, our Policies, Warranties and Disclaimers may change at any time. As these changes occur, you will be required to comply with such revisions and therefore should periodically visit this section of our website to review the current Policies, Warranties and Disclaimers to which you are bound.

## **Information/ Inquires/ Complaints**

This web site is owned and operated by the ATSSA. Your privacy is important to us and we will take all precautions to ensure that your personal information is kept private. If you have any questions, concerns or complaints about the ATSSA Policies, Warranties or Disclaimers, please contact us at:

ATSSA (Toronto Chapter)

Email: Torontoats@sympatico.ca

Fax: # 905-846-7613

- If your concern or complaint is not resolved to your satisfaction, you can contact our Privacy Officer Ed Roeder At droeder@sympatico.ca. You will be asked to provide the following information in writing:
  - Your name, address or fax number where we can reach you
  - Nature of your complaint, relevant details and what you would like the ATSSA to do
  - The name of any the ATSSA staff or volunteers with whom you have already discussed the issue

The ATSSA will investigate to try and resolve your concern.