



Online Terms of Use

Effective Date	February 27, 2024
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Item 1: Using this website

You agree to these Terms of Use by using this Site

Your access to, and use of, the Skate Canada website (collectively, the “Skate Canada website”, or the “Site” or this “website”) each time is subject to the following Online Terms of Use (“Terms of Use”) and all applicable laws and regulations. The Terms of Use is a legal agreement between the user, including any third-party that is provided access to the Site or data, or information contained within the Site (collectively, “you” or the “User”, or the “user”), and Skate Canada. Skate Canada and the User are hereinafter referred to individually or collectively, as “Party” or “Parties”.

For the purposes of this document, this Site refers to all information identified with a domain address skatecanada.ca (<http://www.skatecanada.ca>) or identified by the corporate logo (word mark or logo) of Skate Canada.

By accessing and using this Site, you:

- a) **Accept each time without limitation or qualification, these Terms of Use (which we may revise periodically without notice) and intend to be legally bound by them. If you are accepting these Terms of Use on behalf of another company or other legal entity, you represent and warrant that you have full authority to bind such company or other legal entity in which case the terms “you” or “user” will include such entity, jointly and severally with you personally;**
- b) **Acknowledge that any other agreement between you and Skate Canada are superseded with respect to this subject matter.**
- c) **Consent to Skate Canada providing to you in electronic form on this Site, these Terms of Use and the Skate Canada Privacy Code (link to [Skate Canada Privacy Code](#)).**

If you do not agree and accept, without limitation or qualification, these Terms of Use, you must 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 on this Site is for information purposes only. The Site 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 Site, you agree 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 Site or any information contained in or obtained throughout this Site. As visitors accessing this Site on a server in Canada, the information contained on this Site 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 Site from outside of Canada, you do so at your own risk and are responsible for compliance with local, national, or international laws.

You may not use, export or re-export the information or any copy or adaptation thereof in violation of any applicable laws or regulations, including export laws and regulations of Canada in force from time to time.

Privacy and your personal information

Skate Canada respects individuals' privacy rights and takes its responsibilities regarding the collection, use disclosure, and retention of personal information seriously. You are not permitted to post, upload or transmit any personal information of any third party to Skate Canada (or otherwise in connection with this Site) without such third party's consent. Skate Canada's Privacy Code explains how Skate Canada collects, uses, discloses and retains personal information in compliance with the *Personal Information and Electronic Documents Act* (PIPEDA). Skate Canada's Privacy Notice is an integral part of these Terms of Use and is incorporated herein by reference. Your acceptance of these Terms of Use will also signify acceptance of the Skate Canada Privacy Code. We collect only personal information required for identified uses. Skate Canada 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 Membership 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 Site 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 Site, 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 Site 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 Site at any time without notice.



Skate Canada does not guarantee that the Site is or will be error free, complete, accurate, reliable or current. Skate Canada uses commercially reasonable efforts to maintain the Site current and up to date. You accept the Site and its contents in the condition in which it is made available and without any explicit or implicit guarantee regarding the quality, performance or suitability for intended use. You acknowledge and accept that situations may arise during which the Site is not being available and/or it is not working properly, such as, but not limited to problems or bugs in the Site or underlying infrastructure, problems with network communications or telecommunications disturbances, force majeure, or an erroneous or faulty action by the user.

You acknowledge and agree that this Site does not purport to provide legal (or other professional) advice and nothing in this Site or in these Terms of Use shall be taken, implied or construed as an offer to provide, or a provision of, legal or other advice, or as a recommendation for any specific course of action. Changes may be periodically made to the Site or the Site content and may be made at any time. Skate Canada reserves the right to change, modify, suspend, or discontinued the Site or any Site content at any time without notice and may suspend or terminate your access to the Site immediately without prior notice at its sole discretion and for any reason and without further obligation or liability to you.

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 Site. 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 Site 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

You can limit the collection of your information by disabling cookies on your browser. You may also be able to modify your browser to require your permission each time a website attempts to set a cookie. However, our websites (any many other websites) rely on cookies to enable certain functionality. If you choose to disable cookies, some of the services or functionality available on our website may not work properly.

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>)

Trademark and Copyright

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Third-Party Services (including Cloud Services), collaboration with third parties and third-party links

This Site contains links to non-Skate Canada sites ("linked sites"). These linked sites have been provided solely as a convenience for users of this website and does not imply an endorsement of or responsibility by Skate Canada of the content of such linked sites. Links to a Skate Canada website may also be provided from other sites either known or unknown to Skate Canada. Access to any other website linked to or from this website is at your own discretion and risk. Skate Canada has not reviewed and is not responsible for the content of any linked sites linked to or from this Site and does not make any representation regarding the terms, privacy policies and practices, security content or accuracy of materials on such linked sites. You should independently review the linked sites terms, policies, and security to determine whether they are acceptable to you.

Although this Site 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.

You understand and agree that management and delivery of this Site to you may include or utilize third party products or services (collectively "Third-Party Services"). Third-Party Services may include third-party



providers and data centers or facilities that located outside of Canada, including in the United States and other jurisdictions. This means that Information in connection with your use of the Site, including your personal information, may be subject to the laws and lawful disclosure requirements of the jurisdictions where such information is transmitted or stored. Skate Canada reserves the right to contract with third-party subcontractors to provide all or part of the Site, including cloud service or hosting solution providers, on behalf of Skate Canada. Skate Canada may change or replace such subcontractors at any time at its sole discretion. Skate Canada makes no representations or provides no warranties whatsoever with respect to any such Third-Party Services which are provided in accordance with their respective terms and conditions.

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 these Terms of Use.

Unlawful behaviour

It is strictly prohibited to

- a) copy or reproduce the Site or its content, data or underlying database, in whole or in part, directly or indirectly in any way and for any purpose, to share it with third parties or to sell, lend or lease it, unless express prior authorization has been granted by Skate Canada;
- b) subject the Site to reverse engineering or to investigate in any way whatsoever the technical, practical or other requirements that the Site fulfils, or to determine to exact functioning of the Site;
- c) adapt, translate or combine the Site, or underlying database, or the source code of the Site, in whole or in part, with any computer software, except where expressly agreed in writing in advance with Skate Canada;
- d) integrate the Site or underlying database into computer software; to develop (or to have developed) or to write (or to have written) derivative software or other software based on the Site or to outsource the development of derivative software or other software based on the Site;
- e) change or remove in any way, notifications related to the origin of the Site, the proprietary rights of Skate Canada associated with the Site;
- f) remove or circumvent the security mechanisms of the Site in any way;
- g) publish and/or reproduce the Site or its content in any way without the prior, express written permission of Skate Canada;



- h) 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, inflammatory, offensive, profane or 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)
- i) send, retain, use or utilize within the framework of the Site, any data (including personal information) of natural persons, intellectual property rights of third parties, or other materials if such data, intellectual property rights or materials infringe the rights of third parties or are obscene, threatening, defamatory, illegal, or otherwise unlawful;
- j) use the Site in any way that causes or may cause damage to the Site, or in any way that has or may have a negative impact on access to the Site, or the operation, use or availability of the Site;
- k) introduce any harmful code into Skate Canada systems or Site, such as, but not limited to, viruses, malware, Trojan horses, worms, and other malicious code, files, scripts, agents or programs;
- l) disrupt the integrity and/or the operation of the Site, the underlying software and hardware, the network, the network services or network communication;
- m) submit inaccurate or misleading information to Skate Canada using the Site or to otherwise use the Site for fraudulent or illegal purposes; or
- n) gain (or try to gain) unauthorized access to the Site or related systems or networks of Skate Canada or third parties such as, for example, by using (ethical) hacking, man-in-the-middle attacks or denial-of-service (DOS) attacks.

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 Site 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](#).

User feedback

If the Site 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 Site, 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.

Compliance with applicable law

In addition to complying with these Terms of Use, you agree to use the Site (including Site content) for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations. The Site shall not be used where, and to any extent, such use is prohibited by law.



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Skate Canada shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the User's use or possession of this Information. Skate Canada shall not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in this Information.

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.