

MYCOMMUNITYHUB TERMS OF SERVICE

1. Welcome

Please read the following document carefully. These Terms of Use (the "**Terms of Use**" or "**Agreement**") govern the use of the MyCommunityHub platform including the MyCommunityHub website (online and mobile), applications, and digital service installation (collectively the "**MyCommunityHub Platform**"), developed and maintained by Community Living Toronto ("**MyCommunityHub**", "**us**", "**our**" or "**we**").

The MyCommunityHub Platform is an online marketplace for activities, classes, programs, services, workshops, respite and camps and other services offered by service providers across Ontario (collectively referred to as the "**Offerings**"). The MyCommunityHub Platform may be used by individual Customers, people and service providers authorized to act on behalf of individual Customers (collectively referred to as "**Customers**"), and Service Providers offering programs and services through the MyCommunityHub Platform. The MyCommunityHub Platform provides information about available programs and services and creates an accessible registration, invoicing and payment processing mechanism for participation in such programs and services.

2. Agreement to be Legally Bound by Terms of Use

By accessing and using the MyCommunityHub Platform, whether as a Customer, or a Service Provider (collectively referred to herein as "**you**" or "**your**") you signify that you have read, fully understand and agree to be legally bound by these Terms of Use and agree to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PLATFORM.

We suggest you print a copy of these Terms of Use for your records.

We reserve the right, in our sole and absolute discretion, to modify all or a portion of these Terms of Use at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to these Terms of Use on the MyCommunityHub Platform and will indicate at the top of this page the date these Terms of Use were last revised. Your continued access to and/or use of the MyCommunityHub Platform after any such changes constitutes your acceptance of, and agreement to be legally bound by these Terms of Use, as revised. It is your sole responsibility to regularly check the MyCommunityHub Platform to determine if there have been any changes to these Terms of Use and to review such changes.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the MyCommunityHub Platform, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.



3. **Important Definitions**

1. **Account** - Includes an Individual Account and a Family Account, created for a Customer or group of Customers to register for the Offerings on the MyCommunityHub Platform, which includes providing your full legal name, current address and any other information indicated, as required.
2. **Customer** - An individual who has created an Account on the MyCommunityHub Platform who wishes to participate in programs and/or receive services listed on the MyCommunityHub Platform. If an individual is under 18 years of age, a family member or Service Provider representative must be added to the account to act on behalf of the individual. Any person or Service Provider acting on behalf of an individual is considered a Customer for the purposes of these Terms of Use.
3. **Family Account** - An Account with multiple profiles for different Customers typically belonging to the same family or Customers living in the same residence.
4. **Individual Account** - An Account that has been created for one individual Customer.
5. **Service Provider** - An agency or organization that has contracted with us to host their Offerings on the MyCommunityHub Platform for Customers to register for the offerings.

4. **Privacy and Security**

Collection of Information

We collect personal information and other data that you provide directly through the MyCommunityHub Platform, including when you register, access Offerings, enter contests, vote in polls, subscribe to newsletters, participate in forums, receive invoices, or make payments. This information may include your name, address, email address, telephone number, and other account-related information.

We may also collect information indirectly, including technical or anonymous information obtained through your web browser or device.

Privacy Policy

Your use of the MyCommunityHub Platform is subject to the Association's **Privacy Policy**, which governs the collection, use, disclosure, storage, and retention of personal information and is incorporated by reference into these **Terms of Use**.

We encourage you to review the Privacy Policy carefully.

By using the MyCommunityHub Platform and/or providing personal information, you acknowledge that such information will be collected, used and disclosed in accordance with the Privacy Policy.



Role of the Association

For the purposes of the MyCommunityHub Platform, Community Living Toronto acts as the information custodian responsible for the collection, use, storage, and protection of personal information in accordance with applicable privacy laws and the Privacy Policy.

Information Provided About Others

If you provide personal information about another individual, you represent that you have the authority or consent required to provide that information for the purposes of using the MyCommunityHub Platform.

Withdrawal of Consent and Account Deletion

You may withdraw your consent to these Terms of Use at any time by discontinuing use of the MyCommunityHub Platform and requesting account deactivation in accordance with the Privacy Policy.

Requests to deactivate an account or delete personal information may be submitted to support@mycommunityhub.ca.

You acknowledge that withdrawing consent may affect your ability to access or use the MyCommunityHub Platform.

Service Provider Responsibilities

If you are a Service Provider, you are responsible for complying with all applicable privacy laws and for ensuring that any personal information you collect or receive through the MyCommunityHub Platform is handled in accordance with your own privacy policies and applicable legal requirements.

Third-Party Access and Data Location

Personal information and data may be accessed by or shared with third parties as described in these Terms of Use and the Privacy Policy.

Information provided through the MyCommunityHub Platform is stored on secure servers located in Canada, including in Toronto, Ontario.

Safeguards

The Association takes your privacy seriously. We have physical, organizational and technical measures in place to protect your privacy and keep your information and data secure. However, despite our efforts to implement appropriate safeguards, we cannot guarantee that your information will never be used, disclosed or altered in an unauthorized way.



5. Information Sharing

The Association may access, use, and share personal information and data as necessary to operate the MyCommunityHub Platform, facilitate registration and transactions, and comply with legal and reporting requirements, in accordance with the Privacy Policy.

In order to facilitate registration for Offerings, Customer information may be shared with the applicable Service Provider.

To process payments and refunds, financial information may be collected and accessed by the Payment Processor and, where necessary, by the Service Provider. The MyCommunityHub Platform does not store payment card information.

Personal information and data may be shared with third parties, including:

- **Service Providers**
- **Ministry of Children, Community and Social Services (MCCSS) for reporting purposes.**
- **The Payment Processor.**
- **Banking Institutions for the purposes of authorizing and processing payments**

Information Provided about Others

You may choose to provide personal information about other individuals, such as a designate or recipient of services. By doing so, you represent that you have the authority or consent required to provide that information.

Third-Party Services and Integrations

The MyCommunityHub Platform may contain links to or integrations with third-party services and platforms, including MyDirectPlan, ConnectABILITY.ca, and social media platforms. These third parties have their own privacy practices, and we are not responsible for their policies or practices.

Social Media and External Platforms

If you engage with MyCommunityHub through social media platforms or other third-party tools, your information may be shared with those platforms in accordance with their own terms and privacy policies.



6. Account Setup

The MyCommunityHub Platform provides Customers with tools to register for and purchase Offerings (individually referred to as a “**Transaction**”). Customers will be asked to create an Account before being able to access these tools and complete a Transaction.

Creating an Individual Account online: A Customer can create an account through our online website or mobile website on their mobile device by submitting their full legal name, current address, phone number, a valid email address, and any other information indicated as required for the purposes of a Customer Profile.

If you are a Customer

- i. You acknowledge that MyCommunityHub will use the email address you use to create your Account, or as updated by you from time to time, as the primary method for communication with you. You must monitor the primary Account email address you provide to MyCommunityHub and your primary Account email address must be capable of both sending and receiving messages. Your email communications with MyCommunityHub can only be authenticated if they come from your primary Account email address.
- ii. Customers are responsible for keeping passwords secure. MyCommunityHub cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
- iii. You may add a family member or trusted friend to act as your designate on the Account. Once added to your account, the designate can administer the Account on behalf of the Customer, and take all actions associated with the Account, including registration, payments and requests for refunds. **MyCommunityHub is not responsible for any actions taken, or not taken, by any family member/friend designate.**

Creating an account through a Service Provider: A Customer can also create an Account through a Service Provider by contacting the Service Provider directly. The Customer authorizes the Service Provider to submit their Personal Information to the MyCommunityHub Platform for the purposes of creating an Individual Account and Customer Profile.

If you are a Service Provider

- i. You can also add a Customer’s Personal Information for the purposes of creating a Customer Profile on a Family Account.
- ii. You acknowledge that MyCommunityHub will use the email address the Service Provider adds to create your Account, or as updated by you from time to time, as the primary method for communication with you. You must monitor the primary Account email address you provide to MyCommunityHub and your primary Account email address must be capable of both sending and receiving messages.



Your email communications with MyCommunityHub can only be authenticated if they come from your primary Account email address.

- iii. If a Customer does not have their own personal email address, the Service Provider has the option to create an Account online on behalf of the Customer. In this case, the Customer maintains the option of adding a personal email address at any time in the future and the Service Provider will communicate directly with the Customer by phone or equivalent about the Offerings.
- iv. A Customer may direct the Service Provider to add a family member or trusted friend to act as your designate on the Account. Once added to your account, the designate can administer the account on behalf of the Customer, and take all actions associated with the account, including registration, payments and requests for refunds. **MyCommunityHub is not responsible for any actions taken, or not taken, by any family member/friend designate.**

7. Customer Use of Account

You AGREE to update any registration information or Customer Profile information you provide in the event it changes. In the event that you do not provide accurate information or do not update such information if it changes, or we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your password and prevent you from using your Account, the Platform, or any features of the Platform.

You AGREE to be responsible for:

- a. the accuracy of all information that you provide to us;
- b. maintaining the confidentiality and security of any passwords or other account identifiers that you choose or that are otherwise assigned to you; and
- c. all activities that occur under such password(s) or account(s).

It is your responsibility to keep the password you provided confidential and secure.

We recommend you choose a secure password that is not easily guessed by others and update it regularly, at least every three (3) months. In the event that your password is used without your consent or that you discover any other breach of security, you agree to promptly notify us using the contact information provided below. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your account. MyCommunityHub cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.

MyCommunityHub and a Service Provider may communicate directly with the Customer through the MyCommunityHub Platform with respect to the Offerings, including but not limited



to matters relating to registration, waitlists and wishlists through the MyCommunityHub Platform by contacting you at the primary Account email address you provide.

8. Account Functionality and Making Payments

Once you have created an Account and Customer Profile, Customers can browse, register and purchase Offerings from the Service Provider(s) of their choice.

Payment Processor: Transactions on the MyCommunityHub Platform are made through iATS, LLC d/b/a iATS Payments by Deluxe® a third-party payment processor (the “Payment Processor”), whose corporate office is at 1188 West Georgia Street, Suite 600 Vancouver, BC Canada V6E 4A2.

Transactions: To complete a Transaction, you will be asked to supply certain information applicable to your Transaction (the “**Transaction Information**”), including but not limited to credit card and information related to your participation in an Offering. Transaction Information is stored on the Payment Processor’s servers on an as-needed basis. No Transaction Information is stored on the MyCommunityHub Platform.

Registration Options: Registration for Offerings can be completed online through your Individual or Family Account or by the Service Provider in person or over the phone. The following applies to your registration options:

- i. If a Customer registers directly with a Service Provider, the Customer can either complete the Transaction by paying online through their Account or provide payment information over the phone. If you provide payment over the phone, you may be asked to answer a series of verification questions. All Transaction Information is entered directly on the MyCommunityHub Platform for processing and will not be otherwise recorded by the Service Provider.
- ii. If a Customer registers directly with a Service Provider, the Service Provider may, at its own discretion, approve a payment plan for the Customer to complete the transaction based on the individual circumstances of the Customer, including preauthorized payments or ‘pay later’ options.
- iii. A Service Provider may, at its own discretion, request that a Customer complete a registration questionnaire with respect to the Customer’s needs, which will be collected and accessed by the individual Service Provider only but may be stored on the MyCommunityHub Platform.
- iv. If you complete the registration directly through your Individual or Family Account, the Service Provider will be notified and the Customer will be emailed a confirmation of registration.

Customer Payment Information: You represent that all information you provide for the purposes of making a payment during a Transaction is true, complete and correct and you will update any information as necessary. You also agree that you will only use credit cards belonging to you or which you are authorized to use. You further agree to grant



MyCommunityHub the right to provide information you submit to third parties for the purposes of facilitating the verification of payment and completion of the Transaction. Payments are processed through the Payment Processor and payment information is not stored on the MyCommunityHub Platform or on MyCommunityHub servers.

- i. **Verification and Authentication:** If we are unable to verify or authenticate any information you provide to us during any Transaction, or refund process, your event registration/purchase of service may be rejected or cancelled and we may refuse to honour all pending and future purchases made on such credit card and/or online accounts associated with that credit card and you may be prohibited from using the MyCommunityHub Platform. It is your responsibility to report any unauthorized charges or unexplained fees to MyCommunityHub within sixty (60) days of the charge and/or fee appearing on your credit card statement or account.
- ii. **Agreement to Pay Fees:** You agree to pay all charges incurred by you on your account at the prices in effect when such charges are incurred, including any applicable taxes related to your Transaction(s) on time and in full. In addition to these Terms of Use, your Transaction may be subject to additional terms applicable to the Offerings you have registered for and/or purchased. Registration for and participation in such programs and services may also be subject to certain laws, regulations, directives and orders. You acknowledge it is your responsibility to comply with such terms and laws. MyCommunityHub is not liable for your failure to comply with any such terms and/or laws, or our failure to notify you of or properly apply any laws and will cooperate with law enforcement and provide them with any and all information you submit to us as permitted and/or required by law.

Fees: Fees are set by the Service Provider. The Service Provider maintains the right to change fees associated with a Transaction, but such modifications will not take effect until MyCommunityHub has posted such changes on the MyCommunityHub Platform.

9. Refunds

Responsibility for Refunds: MyCommunityHub is not responsible for processing or providing refunds to Customers in relation to any registration and/or purchasing of Offerings from Service Providers, and for any disputes arising thereof. MyCommunityHub will not be held liable under any circumstances for costs and/or damage associated with a refund request and/or the approval/rejection of a refund.

Each Service Provider is responsible for approving or rejecting a Customer request for a refund for their respective Offering, in according with their own policies and procedures.

Refund Requests: MyCommunityHub asks that Customers make a refund request directly to the Service Provider whose Offering(s) the Customer paid for either online through the MyCommunityHub Platform or by email or phone to the Service Provider. In the alternative, a Customer may request a refund on the MyCommunityHub Platform or through email MyCommunityHub at support@mycommunityhub.ca and we will notify the Service Provider of your refund request, and the Service Provider will contact and work with the Customer directly.



A Customer may request a refund in the form of a credit that can be applied to their Account instead of a refund directly back on the method of payment. The expiry date of the credit is subject to an individual Service Provider's refund policy. A credit may also be issued directly to the Service Provider on behalf of a Customer, subject to the individual Service Provider's refund policy.

10. Chargebacks

Chargebacks happen when a cardholder disputes a charge with their banking institution or credit card company. The banking institution or credit card company then decides whether or not to unilaterally refund the charge.

In the event of a chargeback arising from a Customer Transaction, the Payment Processor will send an email notification to the Service Provider with an invoice for the chargeback.

11. Code of Conduct

Certain features and/or portions of the MyCommunityHub Platform may permit you to upload, post or otherwise transmit content that you have created including but not limited to recommendations, ideas, notes, concepts, videos or graphics (the "**Customer Content**"). Customer must abide by MyCommunityHub's Code of Conduct with respect to Customer Content as follows:

- 1) You hereby AGREE that you shall not use the MyCommunityHub Platform to upload, post, communicate or otherwise submit or transmit through, or to, the MyCommunityHub Platform any Customer Content that:
 - a) may, in the sole and absolute discretion of MyCommunityHub, degrade, tarnish or deprecate MyCommunityHub and/or the public image or standing in the community of MyCommunityHub or any of its affiliates (including, without limitation, Service Providers and sponsors or endorsers of the MyCommunityHub Platform and/or MyCommunityHub);
 - b) is deemed, in the sole and absolute discretion of MyCommunityHub, to be defamatory, trade libelous, pornographic or obscene;
 - c) is deemed, in the sole and absolute discretion of MyCommunityHub, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, without the consent of those individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than those of MyCommunityHub and Service Providers, a any identifiable third party products, trade-marks, brands and/or logos, other than those of MyCommunityHub; conduct or other activities in violation of these Terms

of Use or any applicable law or regulation; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by MyCommunityHub in its sole and absolute discretion;

- d) contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the legal age of majority in his/her jurisdiction of residence;
 - e) infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims whatsoever;
 - f) contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
 - g) contains (in any format or media) any music, logos, trade-marks or other copyrighted materials (including, but not limited to, photographs, pictures, texts and lyrics) unless you have first obtained all necessary consents and permissions from the owner or owners of such materials.
 - h) Contains viruses, worms, Trojan horses, defects, data bombs, time bombs or other items of a destructive nature.
- 2) You hereby AGREE that you shall not use the MyCommunityHub Platform to:
- a) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the MyCommunityHub Platform;
 - b) impersonate any person or entity whether actual or fictitious, including any employee or representative of Community Living Toronto, MyCommunityHub and or another Service Provider;
 - c) engage in any form of 'hacking' spamming, flooding, or defacing of the MyCommunityHub Platform;
 - d) misuse of any password or any other information on the MyCommunityHub Platform;
 - e) collect or disclose information about others without their consent; and/or
 - f) upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.

12. Intellectual Property Rights (Platform Content)

The MyCommunityHub Platform consists of various graphics, texts, icons and buttons that have been provided by MyCommunityHub and/or other entities under our direction (e.g. designers). All such content is owned by MyCommunityHub and/or an applicable third-party entity. For greater certainty and the avoidance of doubt, MyCommunityHub and applicable third-party entities hold all right, title, and interest in and to any and all content provided by such parties for the Platform, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the **“Platform Content”**). Platform Content does not include Customer Content and does not restrict a Customer from sharing their own, personal Customer Content.

You hereby acknowledge that the Platform Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the MyCommunityHub Platform does not grant or transfer to you or any other part any ownership or other rights in the MyCommunityHub Platform Content, and except as expressly provided, nothing herein or within the Platform shall be construed as conferring on you or any other party any license under any of MyCommunityHub or any third party’s intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Platform Content in any manner whatsoever. Any rights not expressly granted to you in these Terms of Use are expressly reserved by MyCommunityHub. For greater certainty and the avoidance of doubt, you agree that you will not take any action that is inconsistent with MyCommunityHub’s ownership of the Platform and/or MyCommunityHub’s ownership of, or any third party’s ownership of, any Platform Content.

Without limiting the generality of the foregoing, we grant you, as a Customer, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use our Platform solely to (a) browse the Offerings and search for, view, register for and/or purchase Offerings listed on the services.

Without limiting the generality of the foregoing, we grant you, as a Service Provider, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use our Services solely to (a) create and manage Accounts for Customers, view registrations, view and download Customer information who register with the respective Service Provider from the MyCommunityHub Platform and (c) post, edit and remove content related to the respective Service Provider’s Offerings on the MyCommunityHub Platform. Your use of the MyCommunityHub Platform and any associated services provided by MyCommunityHub must be in compliance with these Terms of Use and in compliance with all applicable local, provincial, national and other laws, rules and regulations.

For greater certainty, the limited licenses described in this Terms of Use, do not include any rights not specifically enumerated herein, and, for greater certainty, do not include permission to redistribute, reproduce or republish, in any form, any Platform Content contained within the MyCommunityHub Platform.

13. Notice of Infringing Content

MyCommunityHub reserves the right, in our sole and absolute discretion at any time and for any reason, to modify, edit or remove any Platform Content (or any portion thereof) for any purpose in our sole discretion. To complain about any content, the Platform, and/or to provide notice of allegedly infringing materials on the MyCommunityHub Platform, please contact the Privacy Officer at privacy@mycommunityhub.ca

14. Use of Mobile Devices

If permitted or available through the MyCommunityHub Platform, to (a) to access or upload content to the MyCommunityHub Platform via your mobile device and/or tablet, (b) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "**Mobile Services**"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which MyCommunityHub makes the MyCommunityHub Platform available, and pay any fees associated with any such access. In addition, you must provide all equipment and software necessary to connect to the Platform, including, but not limited to, if the MyCommunityHub Platform contains a mobile element, a mobile hand-set or other mobile access device that is in working order and suitable for use in connection with the MyCommunityHub Platform.

You are responsible for ensuring that your equipment and/or software does not disturb or interfere with operations or the MyCommunityHub Platform. Any equipment or software causing interference will be immediately disconnected from the MyCommunityHub Platform and MyCommunityHub will have the right to immediately terminate the service relationship. If any upgrade in or to the MyCommunityHub Platform requires changes in your equipment or software (including the operating system for your device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current MyCommunityHub Platform, including the release of new services, products and platforms and/or sites, will be subject to these Terms of Use.

YOU AGREE IT IS YOUR RESPONSIBILITY TO ENSURE YOUR MOBILE DEVICE IS CONNECTED TO A SECURE NETWORK AND THAT MYCOMMUNITYHUB IS NOT LIABLE FOR YOUR USE OF OR CONNECTION TO THE INTERNET.

15. License Granted by Customers to MyCommunityHub (Re: Customer Content)

By using any such features to provide Customer Content, you are giving MyCommunityHub and/or the applicable third-party entity permission to use any Customer Content you submit on or through the MyCommunityHub Platform for the purpose of operating the Platform in accordance with these Terms of Use. You may decide to discontinue use of the MyCommunityHub Platform and can request that your account be de-activated. However, some copies of your Content may be retained for the purpose of operating the Platform in accordance with these Terms of Use.

By using the MyCommunityHub Platform and providing Customer Content, you: (i) grant to MyCommunityHub and/or the applicable third party entity a world-wide, perpetual, irrevocable,



transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, and distribute, any and all Customer Content (in any format or media) that you post on, upload or otherwise submit to or through, the MyCommunityHub Platform for the purpose of operating the MyCommunityHub Platform in accordance with these Terms of Use.

If you choose to provide MyCommunityHub with any ideas or suggestions regarding our Platform, operations, marketing, other activities, or the Services (“**Ideas**”), you grant and you represent and warrant that you have the right to so grant us: (i) a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all Ideas (in any format or media) that you post on, upload or otherwise submit to or through, the MyCommunityHub Platform or otherwise provide to us; and (ii) waive all moral rights in and to all Ideas that you submit. This means that, among other things, MyCommunityHub has the right to use any and all Ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever. For greater certainty, Ideas do not include your Account information, including without limitation, your financial information, Transaction and personal or registration information.

16. Waivers and Representations

Without limiting any other provision in these Terms of Use, you also hereby acknowledge, agree, warrant and represent to the Association that:

- a) You acknowledge that the Association cannot (nor is it required to) guarantee the accuracy, reliability or completeness of any Customer Content; and
- b) You acknowledge that the Association does not generally screen or edit Customer Content, but we reserve the right, in our sole and absolute discretion, although we are under no legal obligation to do so, to monitor, edit or otherwise remove, without any notice and without obligation or incurring any liability, any Customer Content (or any portion of any Customer Content including personal information) on the MyCommunityHub Platform.

Without limiting any other provision in these Terms of Use, you also hereby acknowledge, agree, warrant and represent to MyCommunityHub that:

- a) You shall use the MyCommunityHub Platform in compliance with all applicable laws and regulations, and MyCommunityHub’s Code of Conduct.
- b) If you are a Customer, you shall be responsible for all acts or transactions that occur under your Account including without limitation, for ensuring the accuracy, reliability or completeness of any and all Customer Content you upload, post or otherwise transmit to or through the MyCommunityHub Platform and all personal information and financial information that you provide to or through the MyCommunityHub Platform. In the event that your Account is used without your consent or that you discover any other breach of security, you agree to promptly notify us using the



contact information provided below and we will follow MyCommunityHub's data breach process as needed.

- c) If you are a Service Provider, you shall be responsible for all contractual obligations to MyCommunityHub with respect to your use of the MyCommunityHub Platform and associated products and services offered to you by MyCommunityHub as set out in these Terms of Use and any other service contract, for refunds of Customer registrations and for ensuring the accuracy, reliability or completeness of any and all Customer personal information and financial information uploaded, submitted or otherwise transmitted to or through the MyCommunityHub platform when creating an Account and/or completing a registration on behalf of a Customer.

17. Release and Indemnification

By using the MyCommunityHub Platform, whether as a Customer or Service Provider, you hereby agree to RELEASE MyCommunityHub and each of its respective agents, employees, officers, directors, successors and assigns (collectively, the "**Released Parties**") from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your actions on the MyCommunityHub Platform, Customer Content (where applicable) and/or breach of these Terms of Use.

You agree to defend, indemnify and hold harmless MyCommunityHub and (as applicable) the Released Parties, from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable legal fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "Claim") including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade- mark infringement, breach of these Terms of Use and any contractual obligations set out in a separate agreement with MyCommunityHub (if applicable) or any other cause of action whatsoever.

18. Disclaimer of Warranties

THE MYCOMMUNITYHUB PLATFORM AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE MYCOMMUNITYHUB PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. FOR GREATER CERTAINTY, THE MYCOMMUNITYHUB PLATFORM ALLOWS USERS TO REGISTER FOR PROGRAMS/SERVICES, AND MAKE PAYMENTS FOR PROGRAMS/SERVICES. THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY OF THE FOREGOING.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE MYCOMMUNITYHUB PLATFORM WILL BE COMPATIBLE WITH YOUR COMPUTER, SOFTWARE OR OTHER DEVICE; (II) THE MYCOMMUNITYHUB PLATFORM WILL BE AVAILABLE OR WILL



FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE MYCOMMUNITYHUB PLATFORM, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE MYCOMMUNITYHUB PLATFORM WILL BE SECURE; (V) THE USE OF THE MYCOMMUNITYHUB PLATFORM WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE MYCOMMUNITYHUB PLATFORM.

WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, DEVICE, SOFTWARE OR ELECTRONIC FILES.

ANY INFORMATION MADE AVAILABLE ON THE MYCOMMUNITYHUB PLATFORM IN ANY FORM IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT, AND SHOULD NOT BE TAKEN AS FINANCIAL, LEGAL, MEDICAL OR OTHER PROFESSIONAL ADVICE. YOU SHOULD NOT RELY ON, OR TAKE OR FAIL TO TAKE ANY ACTION, BASED UPON THIS INFORMATION. NEVER DISREGARD PROFESSIONAL ADVICE OR DELAY IN SEEKING ADVICE BECAUSE OF SOMETHING YOU HAVE READ ON THE PLATFORM.

COMMENTS OR OPINIONS EXPRESSED ON THE PLATFORM ARE THOSE OF THE RESPECTIVE CUSTOMER OR SERVICE PROVIDER ONLY. THE VIEWS EXPRESSED ON THE PLATFORM AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF MYCOMMUNITYHUB. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE PLATFORM.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

IN MOST INSTANCES, THE ABILITY OF MYCOMMUNITYHUB TO OPERATE THE MYCOMMUNITYHUB PLATFORM IS DEPENDENT ON A TELECOMMUNICATIONS NETWORK OR THE INTERNET, WHICH MAY NOT BE FULLY SECURED AND INFORMATION AND SERVICES PROVIDED BY THIRD PARTIES. MYCOMMUNITYHUB DOES NOT WARRANT THAT YOUR USE OF THE MYCOMMUNITYHUB PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED AND THAT ANY THIRD-PARTY SITES OPERATE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS OR WILL MEET YOUR REQUIREMENTS, OR THAT THE INFORMATION OBTAINED ON THOSE SITES IS RELIABLE OR ACCURATE OR WILL MEET YOUR EXPECTATIONS.

MYCOMMUNITYHUB IS NOT RESPONSIBLE FOR THE QUALITY OR ANY PRODUCTS, PROGRAMS AND/OR SERVICES PROVIDED BY PARTNER AGENCIES, SERVICE PROVIDERS OR OTHER THIRD PARTIES OR TO ANY CHANGES, MODIFICATIONS OR



DISCONTINUANCE OF ANY PRODUCTS, PROGRAMS AND/OR SERVICES PROVIDED BY PARTNER AGENCIES OR OTHER THIRD PARTIES.

19. Limitations of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE MYCOMMUNITYHUB PLATFORM. YOU EXPRESSLY ACKNOWLEDGE THAT MYCOMMUNITYHUB HAS ENTERED INTO THIS AGREEMENT WITH YOU AND MAKES THE PLATFORM AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND MYCOMMUNITYHUB. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

20. Electronic Transmissions

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. The Released Parties do not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the MycommunityHub Platform, such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). While commercially reasonable efforts are made to help ensure that the MyCommunityHub Platform is suitable for use on a wide variety of systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the Platform with your specific system. You should always ensure that you have a complete and current backup of the information contained on your computer system.

21. Accuracy and Changes

Facts and information provided by MyCommunityHub on the MyCommunityHub Platform are believed to be accurate at the time they are placed on the MyCommunityHub Platform. Changes may be made at any time to the information on the MyCommunityHub Platform without prior notice. Please consult MyCommunityHub for complete and up-to-date information.

22. Trade-Marks and Copyright

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the MyCommunityHub Platform may constitute trade names, registered or unregistered trademarks or service marks (collectively, "**Trade-marks**") of MyCommunityHub or other entities.

Trade-marks may be registered in Canada and in other countries as applicable. All Trade-marks not owned by MyCommunityHub are the property of their respective owners, and, where used by MyCommunityHub are used under license or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on the MyCommunityHub Platform may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trade-mark(s). You (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) agree that you will not take any actions inconsistent with MyCommunityHub's ownership of, or any third party's ownership of, the Trade-marks.

23. Governing Law and Jurisdiction

These Terms of Use, your use of the MyCommunityHub Platform, and all related matters shall be governed solely by the laws of Ontario and the laws of Canada, where applicable, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of Ontario in relation to all disputes arising from or related to this Agreement, your use of the MyCommunityHub Platform and any related matters.

24. Links and Other Platforms

The MyCommunityHub Platform may contain links to other platforms including MyDirectPlan as well as websites that are owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms of Use. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such subsidiaries, affiliates or third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit.

Any links from the MyCommunityHub Platform to other websites, or references to products, services or publications other than those of MyCommunityHub, do not imply the endorsement or approval of such websites, products, services or publications by MyCommunityHub.

In the event of any discrepancy or inconsistency between these Terms of Use and disclosures or other statements contained in any websites featured on the Platform or linked to the Platform; the terms and conditions of these Terms of Use shall prevail, govern and control to the fullest extent permitted by law.

25. Termination

If you (a) breach or violate any provision of these Terms of Use, (b) if you misuse or abuse or use the MyCommunityHub Platform or Offerings in a way that MyCommunityHub does not intend or permit, or (c) if allowing you to access the Services or the MyCommunityHub Platform would violate any particular local, provincial, national or other laws, regulations or rules or would expose MyCommunityHub to legal liability, you may not longer use the MYCommunityHub Platform. We may change, suspend or terminate, temporarily or



permanently, your access to the MYCommunityHub Platform at any time, for any reason, without any notice or liability to you or any other entity.

Violations of these Terms of Use may be investigated and appropriate legal action may be taken by MyCommunityHub including without limitation civil, criminal and injunctive redress.

If these Terms of Use or your permission to use the Platform (or any feature or portion thereof) is terminated by us for any reason, the Agreement formed by your acceptance of these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the MYCommunityHub Platform and anything relating to or arising from such use.

Subject to the terms of any separate agreement with us, if you are dissatisfied with the MyCommunityHub Platform or with these Terms of Use or Privacy Policy, then your sole and exclusive remedy is to discontinue using the MyCommunityHub Platform. The Disclaimer and Limitation of Liability, Intellectual Property and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

You agree that MyCommunityHub will not be liable to you or any third-party as a result of its termination of your right to use or otherwise access the Services.

26. General

If any provision of these Terms of Use is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect.

No failure to exercise or waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

These Terms of Use are binding upon you and your respective heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior express written consent, which consent may be withheld in our sole and absolute discretion.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

27. Contact Us

If you have any questions about the Services, the MyCommunityHub Platform and/or a particular registration, or would like to contact us, you may send an email to support@mycommunityhub.ca

You may also write us at:
Community Living Toronto
20 Spadina Rd
Toronto, ON M5R 2S7

PRIVACY POLICY

Introduction:

MyCommunityHub (“us” “we” “our”) values your privacy and is committed to protecting your personal information.

We are a digital service platform that partners with agencies and organizations (“**Service Providers**”) to provide an online marketplace for activities, classes, programs, workshops, respite, camps and products and any other type of service offered by service providers across Ontario (collectively referred to as “**Offerings**”).

This privacy policy (the “**Policy**”) is applicable to the MyCommunityHub Platform, including our online and mobile websites and applications and digital services owned, operated or offered by, or in conjunction with MyCommunityHub (collectively referred to as the “**Services**”). You are:

- A Customer or a person acting on behalf of a Customer with a MyCommunityHub account.
- A Service Provider.
- A visitor to our online or mobile website.

This Policy applies to Information collected from Customers on or through the Services. This Policy will help you better understand how we collect, use, share and store your personal information. If we change our privacy practices, we may update this Policy. We will notify you about any significant changes by prominently posting a notice on the MyCommunityHub Platform. If you provide personal information to us or access or use the Services after the Policy has been changed or notice of any changes has been provided, you will be deemed to have unconditionally consented to and agreed to such changes.

This Policy is governed by the Laws of Ontario and the Laws of Canada, where applicable.

The information we collect:

We receive both personal information that is directly provided to us by you when you visit and use the Services, Personal Information that you provide to a Service Provider which is transmitted through the MCH Platform, and information that is passively or automatically collected from you, such as information collected from your browser or device. This is collectively called the “**Information.**”

Information that can be associated with or which relates to you and/or could be used to identify you that is collected from you on or through the Services either directly or automatically is called “**Personal Information.**”

We generally collect your Information directly when we or one of our Service Providers needs to use your personal information for a reason related to the Service (for example, to fulfill your request, process registration and reserve a spot in a program, activity, camp, event etc., to post



a comment/opinion, to process refund, to provide technical support and to improve Offerings and Service functionality). We only collect Personal Information that is reasonably necessary for the above purposes, and only after considering potential risks to your privacy.

We do not control a Service Provider's respective information practices.

a. Information you provide directly to us or a Service Provider:

- **Identifiers:** including Personal Information such as name and contact information such as telephone number, email address, postal address, or other specific identifiers (including preferences, needs, and characteristics) relevant to your registration for a specific Service Provider offering.
- **Service-Related Information:** including information you provide in any communication with us or when you participate in any vote, forum, chat, contest etc.)
- **Information Protected Against Security Breaches:** including financial information, usernames and passwords.

A Service Provider can only access and view your Personal Information and financial information related to the Offering you have chosen to register for from that respective Service Provider. For greater certainty, any Service Provider can view your Customer Profile. When a Service Provider collects your Personal Information and financial information, the Service Provider will input same directly on the MyCommunityHub platform.

b. Information that is passively or automatically collected:

- **Commercial Information:** including records of registration activity, products or services purchased, marketing preferences, information provided in any communication with us, including customer service requests, email messages, and call recordings, or information an provided through participation in any vote, forum, chat, contest etc.)
- **Internet/Electronic activity:** See section on "Cookies" for additional information.
- **Geolocation:** If you are accessing a Service from a mobile device or through a mobile application, you may be asked to share your precise (GPS level) geo-location information with us in order to customize your experience using the Services or when we work with a third-party such as a third-party mobile ad platform. If you agree to such collection, in most cases, you will be able to subsequently turn off such data collection at any time by accessing the privacy settings of your mobile device and/or through the settings in the applicable mobile application.
- **Social Media/Third Party Platform Information:** including information shared when you engage with MyCommunityHub on social media sites such as



Facebook, Twitter, and other third-party/social media plug ins, integrations and applications such as name, email address, photo, gender, birthday, location, content engagement, comments relevant to MyCommunityHub and id/username associated with the applicable social media site/third-party platform and user files such as photos, videos, lists of friends/connections/followers. Privacy settings can be adjusted through respective social media/third party platform.

How we use your Information:

MyCommunityHub may use your Information to:

- Communicate with you and provide information to you about Offerings, the Services, or your account with us.
- Fulfill your requests regarding the Offerings, including without limitation processing registration and responding to requests for newsletters and notifications.
- Respond to your inquiries, and to notify you if you have won a contest;
- Communicate with you about other products, programs or services that we believe may be of interest to you.
- Enforce the legal terms (including without limitation our policies and terms of use) that govern your use of our Services, and/or for the purposes for which you provided the Information.
- Provide technical support for the Services.
- Prevent fraud or potentially illegal activities (including, without limitation, copyright infringement) on or through the Services.
- Protect the safety of our Customers.
- customize or personalize ads, offers and content made available to you based on your visits to and/or usage of the Services or other online or mobile websites, applications, platforms or services, and analyze the performance of those ads, offers and content, as well as your interaction with them.
- Perform analysis regarding how you use the Services or any part thereof.
- Send gifts, cards, invitations or emails if you use these Services, to your designated recipients.

If we intend to use your Information in any matter not consistent with this Policy, you will be informed of such anticipated use prior to or at the time the Information is collected, or we will obtain your consent subsequent to such collection but prior to such use.

A Service Provider may use your Information to:

- Create an account with us;
- Communicate with you about an Offering, including but not limited to a waitlist or wish- list for an Offering;
- Complete registration and facilitate payment for an Offering; and
- Process refunds in accordance with our **Terms of Use**.

How we protect your Information:

We maintain administrative, technical and physical safeguards designed to protect the Personal Information you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. Information is only accessed, used and disclosed on as “as needed basis.”

All Personal Information that is retained by us is stored on servers in Canada. Service Providers cannot download, alter or correct your Personal Information.

Any suspected attempt to breach our policies and procedures, or to engage in any type of unauthorized action involving our information systems, is regarded as potential criminal activity. Suspected computer mischief may be reported to the appropriate authorities.

If we suspect any unauthorized use of your account and/or password, we will contact you by email as soon as possible.

Please remember that communications over the internet such as emails are not secure.

We seek to keep secure all confidential Information and Personal Information submitted to us in accordance with our obligations under applicable laws and regulations. However, like all website and digital service operators, **we cannot guarantee the security of any data transmitted through the internet.**

Where deemed appropriate, Information no longer deemed necessary may be de-identified in a manner than ensure you cannot be re-identified.

Processing Payments: Financial information is processed using encryption technologies. Payments are processed through a third-party payment processor (the “**Payment Processor**”). No financial information is stored on the MyCommunityHub Platform.

If you choose to register and pay directly through a Service Provider, the Service Provider will collect your information and initiate the payment processing process in accordance with this Policy and our **Terms of Use**.



How we share your Information:

For each category of Personal Information we collect, we may share such information in the manner and for the purposes described below:

- **With Service Providers** for the purposes of fulfilling your request related to a Service Provider Offering, including but not limited to communicating your registration information. Each Service Provider collects and uses your personal information, subject to their own internal privacy and confidentiality policies and may use your Personal Information to communicate with you about your registration and their Offerings.
- **With third-party service providers.** For example, personal information may be shared with IT service providers who support the MyCommunityHub Platform and administer the Services. Third-party service providers have agreed to confidentiality restrictions and have agreed to use any personal information we share with them solely for the purposes of providing the contracted service to us.
- **With banks and payment providers** to authorize and complete payment.
- **Where prescribed by law** where such disclosure is necessary to comply with MCH's legal obligations, respond to lawful requests and legal processes.

MyCommunityHub does not sell your personal information to third parties.

MyCommunityHub may disclose de-identified personal information to our funders for reporting purposes.

How we use “cookies” and other tracking technologies

Cookies are small amounts of information stored in your internet browser when you visit a website. Cookies are used to enhance your experience when using the Services and help us to remember your device, your actions and preferences (for example, login information, region selection).

By using cookies and other tracking technologies, you don't have to re-enter this information each time you log into your account on our website or application, or when you browse from one page to another. Cookies also provide information on how people use the website, for instance whether it is their first time visiting or if they are a frequent visitor, and the type of content a Customer prefers, which helps us make the Services function better and improves your experience.

There are different types of cookies we use:

- **Strictly Necessary Cookies.** These cookies are necessary for the Services to function and cannot be switched off in our systems. They are usually only set in response to actions taken by you such as logging in or filling in forms. You can set



your browser to block or alert you about these cookies, but blocking them may impede the functionality of the Services

- **Performance Cookies.** These cookies allow us to count visits and traffic sources so we can measure and improve the performance of the Services. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.
- **Functionality Cookies.** These cookies enable the Services to provide enhanced functionality and personalisation. They may be set by us or by our Service Providers who have Offerings on the MCH platform. If you do not allow these cookies then some of the Services may not function properly.
- **Syncing Cookies and Identifiers:** We may work with third party ad platforms to synchronize unique, anonymous identifiers (such as those associated with cookies) in order to match Service Providers' uniquely coded user identifiers to our own. We may do this, for instance, to enhance data points about a particular unique browser or device, and thus enable us or others to send ads that are more relevant, match Customers to their likely product interests, or better synchronize, cap, or optimize advertising.

Disabling Cookies: Most web browsers are set up to accept cookies. You may be able to set your browser to warn you before accepting certain cookies or to refuse certain cookies. However, if you disable the use of cookies in your web browser, some features of the Services may be difficult to use or inoperable.

Web Beacons: We may also use "web beacons" or clear GIFs, or similar technologies, which are small pieces of code placed on a Service or in an email, to monitor the behavior and collect data about the visitors viewing a Service or email. For example, web beacons may be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that Service. Web beacons may also be used to provide information on the effectiveness of our email campaigns (e.g., open rates, clicks, forwards, etc.)

Your rights over your information and other safeguard measures

Linked Services: Some of the Services contain links to or integrations with other services such as MyDirectPlan, ConnectABILITY.ca, Facebook, Twitter, Instagram, YouTube, LinkedIn, and other media services and platforms whose information practices may be different than ours. Visitors and Customers should consult these other services' privacy notices as we have no control over information that is submitted to, or collected by, these third parties.

Access and Correction: You have the right to access and correct your personal information. Access to certain personal Information that is collected from our Services and that we maintain may be available to you. For example, if you created a password-protected account within our Service, you can access that account to review the Information you provided. You can also correct your Personal Information directly by logging into your account.



If you are having trouble accessing or making corrections to your Personal Information, you may also send an email to support@mycommunityhub.ca requesting access to or correction of your personal Information. Please include your registration information for such service such as first name, last name and email address in the request. We may ask you to provide additional information for identity verification purposes, or to verify that you are in possession of an applicable email account.

Opt-Out Options: If you wish to opt out of some marketing communications, you may contact our Privacy Officer at the contact information in the “**how to contact us**” section of this Policy, and request that we opt you out. We may ask you to provide additional information for identity verification purposes, or to verify that you are in possession of an applicable email account. If you have signed up to receive our emails and prefer not to receive marketing information from this Service, follow the "unsubscribe" instructions provided on any marketing email you receive from this Service. If you have signed up to receive text messages from us and no longer wish to receive such messages, you may follow the instructions to stop the delivery of such messages, which may include by replying "STOP" to the received text message. It may take up to 48 hours to process an opt-out request.

Withdrawing Consent: If you wish to withdraw consent to MyCommunityHub collecting, using and disclosing your personal information in accordance with this Policy, you may contact our Privacy Officer at the contact information in the “**how to contact us**” section of this Policy. However, such withdrawal may be subject to certain legal or contractual restrictions and may result in disruptions or the inability to register for Offerings through the MCH Platform.

Limiting the Personal Information you provide: Other than Information that is collected automatically in accordance with this Policy, you may browse the Offerings without providing your Personal Information and may limit the Personal Information you provide. However, certain limits may result in limited access and usability of the Services. For example, to create an account, your name and email address will be required.

Deletion of Information: Customers may request that their Personal Information and data associated with their account be deleted by making a written request to support@mycommunityhub.ca and the Account will be deactivated. If specific Personal Information or data is requested to be deleted, we will consider the request and delete same in accordance with our legal obligations, but this could impact the Customer's use and access of their account. Customers can replace and/or update their own Personal Information on the MyCommunityHub platform by logging into their account. However Personal Information and data may still be available on a third party's server or database if transmitted prior to the request.

How to contact us:

If you would like to ask about, make a request relating to, exercise your rights related to or complain about how we collect, use and disclose your personal information in accordance with this privacy Policy, you can contact us at privacy@mycommunityhub.ca or at the mailing address below:

20 Spadina Road Toronto, ON M5R 2S7