

Privacy Policy

Background

Ovarian Cancer Canada (OCC) is committed to protecting the privacy and the confidentiality of all personal information in accordance with Canadian Federal and Provincial privacy laws and regulations including the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Health Information Protection Act.

This Privacy Policy describes what information we may collect; how we use this information; how we protect it; and what choices an individual may have on how the information is used.

Definitions

Personal Information - refers to any factual or subjective information, recorded or not, about an identifiable individual. It does not include the name, title, business address or business telephone number of an employee of an organization.

The types of personal information Ovarian Cancer Canada may collect include: names, addresses, phone and/or fax numbers, e-mail addresses, photographs, videos and credit card information. Information is collected through programs and events registration, as well as at the time a donation is made, when requesting information materials or to volunteer with Ovarian Cancer Canada.

Privacy Officer

Individual appointed to ensure the efficient implementation and administration of privacy legislation. The officer coordinates the organization's response to requests made under federal and provincial legislation.

Data

Information contained in any form and includes documents, maps, drawings, photographs, videos, letters, vouchers, papers and any other information that is written, photographed, scanned, recorded or stored in any manner, but does not include software or any mechanism that produces records.

General Privacy Policy

OCC has implemented technology and security policies to protect personal data it has under its control from unauthorized access, improper use, alteration, unlawful or accidental destruction and loss. It also protects information by requiring that all employees and others who have access to, or are associated with, the processing of data respect confidentiality.

1 – Accountability

OCC is responsible for all personal information under its control, including personal information disclosed to third parties for processing. OCC uses contractual means to protect personal information that has been transferred to service providers for processing, such as: data entry.

2 - Why we need personal information

OCC collects no personal information about an individual unless an individual chooses to provide that information. By giving name, address, e-mail etc., permission is given for contact, using the contact information provided.

If an individual prefers that OCC not contact them in the future, an “**OPT OUT**” selection is available on all forms used to collect the personal information.

How We Use the Information

OCC may use the personal information provided, as follows:

- To correspond with the individual
- To track statistics that help improve programs and service
- To inform a constituent of issues, events or special offers which may be of interest

Health/medical related information

OCC does not request, require or collect health/medical information, other than when it is provided it as part of a story submitted. The stories we receive are shared in OCC publications, websites or other venues with permission. Further if an individual discloses that they are an ovarian cancer survivor, unless we are otherwise instructed, the individual will be listed as such in OCC database.

For any other situations, medical information will only be collected and used with an individual’s expressed permission.

Special Event Registration Information

OCC routinely offers information sessions, events and activities for which individuals are invited to register.

- The information collected on registration forms for these events is used to produce badges and to contact the individuals with specific details about the event (e.g. location, timing, background papers, etc.).
- It is also used to produce a registrants’ list, which could be distributed among staff members and supporting volunteers.

Payment Data Collected

OCC does not have access to credit card information when a transaction is processed on line. All credit card information collected is encrypted and directly processed by our payment partners for use in payment approval.

The only time OCC collects credit card information is when it is provided it to us by phone or through written sources. In such a circumstance, OCC only retains this information for as long as legally required for auditing purposes, and then it is destroyed in a timely and secure manner.

3 - Obtaining consent

Generally, OCC will seek consent to use/disclose personal information when collecting it. Occasionally though, we may seek consent to use/disclose personal information after it has been collected, but before it is used or for a new purpose.

Determining the appropriate form of consent (expressed or implied) for any collection, OCC takes into account the sensitivity of the information and the reasonable expectations of the individual, both of which will depend on context.

Generally, expressed consent is obtained when:

- The information being collected, used or disclosed is sensitive;
- The collection, use or disclosure is outside of the reasonable expectations of the individual; and/or
- The collection, use or disclosure creates a real risk of significant harm. PIPEDA defines "significant harm" as including, among other harms, humiliation, damage to reputation or relationships and identity theft.

With the exception of situations when the consent is a condition of service, as integral to the provision of a product or service, for all other collections, uses and disclosures, individuals are always given a choice (unless an exception to the general consent requirement applies). An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice.

4 - Limiting collection of personal information

OCC will only collect personal information by fair and lawful means that is necessary for the purposes identified by OCC. The personal information is collected primarily from individuals directly.

OCC seeks to respect and honour every individual's privacy and communication preferences. For instance, when a contact indicates they do not wish to receive certain publications, participate in surveys or receive information about new or specific programs, this will be noted and no correspondence will be received from us on these issues.

Children

We are committed to protecting the privacy of children and youth. We do not collect personally identifiable information from any person we know is under the age of 13; consent is instead obtained from a parent and/or guardian.

5 - Limiting use, disclosure and retention of personal information

OCC will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual, or as required or authorized by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

6 – Keeping personal information accurate

OCC makes every reasonable effort to ensure the accuracy and currency of personal information so that we might fulfill the purposes for which it was collected. Individuals are asked to advise us promptly of any changes in personal information.

7 – Safeguarding personal information

OCC will protect personal information against loss or theft as well as unauthorized access, disclosure, copying, use or modification, regardless of the format in which the information is held, using the most up to date available electronic security safeguards.

All OCC employees and volunteers are bounded by a confidentiality agreement to safeguard any personal information they might access in the course of their OCC work.

OCC will protect personal information transferred to third parties service providers through contractual measures or other arrangements stipulating the confidentiality of the information, restricting the purposes for which the information is to be used and prohibiting its disclosure to others, except upon direction from OCC in accordance with this Privacy Policy.

8 – Being open about policies and procedures

Upon request individuals are able to acquire information about our policies and procedures, promptly, in a format that is easily understood and at no cost.

9 - Providing access to personal information

Upon written request, and subject to the exemptions stipulated by law, OCC will inform individuals of the existence, use and disclosure of their personal information and provide access to that information. An individual will be able to challenge the accuracy and completeness of the information and have it amended where inaccuracies exist. In certain situations, OCC may not be able to provide access to all of the personal information that it holds about an individual. These situations shall be limited to those required or stipulated by law.

When an individual successfully challenges the accuracy or completeness of personal information, OCC will correct, delete or add information as required. When appropriate, the amended information will be transmitted to any third parties having access to the information in question.

To update personal information, please call **1.877.413-7970 X 221**.

10 - Challenging compliance

An individual will be able to address a challenge concerning compliance by OCC with this Policy to the OCC Privacy Officer at info@ovariancanada.org. OCC has implemented internal procedures to receive and respond to complaints or inquiries about its policies and procedures relating to the handling of personal information.

OCC will investigate all complaints. If a complaint is found to be justified, it will take appropriate measures, including amending its policies and procedures if necessary.

Privacy Breach notification

Ovarian Cancer Canada abides by the breach notification rule to notify individuals (unless prohibited by law) and report to the Commissioner, all breaches where it is reasonable to believe that the breach creates a "real risk of significant harm to the individual".

Website Privacy Policy

Ovarian Cancer Canada (OCC) is committed to protecting privacy and the confidentiality of all personal information in accordance with Canadian Federal and Provincial privacy laws and regulations including the Personal Information and Electronic Documents Act.

By using this website or any other OCC site or interactive banner ads, individuals signify they adhere to the *Terms & Conditions* posted on the Site and accept its Privacy Policy. By asking for information or promotional materials, an individual agrees to receive communications from OCC via email.

1 - Website usage/information collection

OCC only collects information on an aggregate basis to generate statistics and measure site activity to improve the usefulness of the site to visitors and ensure an optimal web experience for them. While OCC may track the pages visitors look at during a visit to its sites, it does not associate this information with any individual's personal information and it does not collect any other personal identifiable information without the individual's knowledge and permission.

OCC's websites are not designed to receive input of personal medical/health information unless medical information is included in a story submission. Stories are meant to be shared, therefore individuals should ensure that they include only the personal information they are comfortable disclosing to the public at large.

If you inform OCC that you are a survivor, you will be listed as such in OCC database.

In the case of donations, personal information is collected to facilitate the recording of a gift. Our on-line donation processing is secure. The security certificate may be viewed by clicking on the security log on the bottom of each secure page.

If an individual has made a donation, they may also hear from us about other OCC programs and services that maybe of interest.

"**OPT OUT**" can be chosen if no further information about programs and services is desired or alternatively call us at **1.877.413-7970** or email OCC Privacy Officer, at info@ovariancanada.org.

2 - Information Sharing

OCC does not sell any personal information collected. It might share personal information with third parties on a completely confidential basis to enable a third party to perform certain tasks, such as maintaining a database or send email alerts and/or newsletters, on its behalf. These third party providers are committed to protecting the privacy of OCC users, and will not utilize such information for any other purpose but to provide the services for which they were contracted. OCC will not disclose personal information to anyone else without an individual's prior knowledge or consent, except when required by a government agency, or as permitted by law.

3 - Register for E-news

OCC maintains an e-mail list for individuals who are interested in receiving updates about ovarian cancer and updates to the site. Visitors are free to discontinue this service at any time by contacting us.

4 - Send this page to a friend / Send an E-postcard

When visiting OCC websites, one may choose to "Send this page to a friend" or to send an "E-postcard" to a friend. In this process, we do not collect either the name or email address of the sender, or the name or email address of the recipient.

5 - Submitting Stories to the site

OCC might need to change or alter a story which has been submitted for the purposes of clarity and length, or might need to delete references to specific individuals. This will only be done with expressed permission.

OCC reserves the right not to publish all stories that are submitted to the site. The stories may be reprinted in other publications of OCC. Every quarter, the stories are removed from the main site but are permanently accessible. An Individual can have a withdrawn from the site by contacting us.

6 - Confidentiality / Security

OCC websites have security measures in place to protect the loss, misuse and alteration of the information under our control.

7 - Opting out of email lists

People who subscribe to email lists via the website will receive periodic updates from OCC by email. An individual may “opt out” of receiving future information via email by using the “unsubscribe” procedure specified on the email message.

8 - Links

OCC’s websites may contain links to other websites. OCC is not responsible for the privacy practices of those other websites nor do we endorse the materials presented on websites that are not owned and operated by OCC. We encourage visitors to review each such site's privacy policy before disclosing any personally identifiable information.

9 - Updating of Privacy Policy

Individuals have the right to access personal information in our files and to update or remove that information as necessary, subject to any legal restrictions. If one is aware of any inaccuracy or changes in personal information, please contact OCC at 1.877.413-7970

Any questions, concerns or complaints about OCC's Privacy Policy can be directed to OCC Privacy Officer at info@ovariancanada.org.

Website - Terms & Conditions

1 - Copyright and Permitted Use of OCC Materials/Content

OCC site(s) are owned by OCC. They have been created to be informative. Accordingly, we will permit downloading or photocopying of material displayed for non-commercial personal use. Any content or graphics extracted from the site must prominently display copyright and other proprietary notices.

Any images, graphics, multimedia or content is copyrighted by OCC and may only be used in the manner provided for in these Terms and Conditions. In addition, the site contains names, logos, trademarks, service marks and other intellectual property, which are the property of OCC and may not be used for any purpose without the express written consent of OCC.

2 - No License

Except as expressly provided, nothing contained in these terms and conditions or anywhere on OCC websites shall be construed as conferring any license under any intellectual property rights of OCC or any third party.

3 - Usage

To ensure OCC websites are used responsibly, the following Code of Conduct and Public Commitments are in effect. A violation of these guidelines will result in prohibition to use OCC sites. While using OCC websites, individuals may not:

- A. Upload, post, email, transmit or otherwise distribute any data, text, information, messages, software, music, sound, photographs, graphics, video messages or other material:
 - 1. constituting or encouraging conduct that would intentionally or unintentionally violate any applicable law or give rise to civil liability, or otherwise use OCC website in a manner which is contrary to law
 - 2. that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethically or otherwise objectionable
 - 3. they do not have a right to transmit under any law or under any other arrangement, contractual or otherwise
 - 4. that is protected by patent, trademark, trade secret, copyright or other similar intellectual property right of any person without obtaining the permission of the holder of such intellectual property right, or
 - 5. that contains any virus, cancelbot, Trojan horse, worm or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- B. Upload, post, email, transmit or otherwise distribute any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation except where specifically permitted on OCC websites
- C. Impersonate any person or entity or falsely state or otherwise misrepresent affiliation with any person or entity, or
- D. Collect or store personal data about other users of OCC websites.

OCC monitors the use of its interactive website pages, forums and any posted materials and reserves the right to remove any content and block access to any visitor for any reason at its sole discretion.

4 - Links to OCC websites

While using OCC websites one will likely access third party websites through links contained on its sites. Such third party websites are not under the control of OCC and OCC is not responsible for the availability of such sites or their contents. Any links provided on OCC websites are provided for interest or convenience only and do not represent or imply any endorsement by OCC of any such linked site. An individual acknowledges that the use of such third party websites is governed by the terms and conditions of use applicable to any such site.

OCC shall not be responsible or liable, directly or indirectly, for the accuracy, content, timeliness, completeness, legality, reliability, quality, suitability or decency of any information, advice, content, service, product or merchandise contained in websites linked to occ.

Third Party Services limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between a website visitor and Seller. You will not consider OCC as a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with the transaction or be liable for any costs or damages arising out of, either directly or indirectly, for any person involved or related to the transaction.

5 - General Disclaimer of Representations and Warranties

OCC websites are a service to users seeking information or support related to ovarian cancer. Neither OCC websites nor any of its officers, directors, shareholders, employees, affiliates, volunteers, third-party content providers, sponsors, licensors, or the like, makes any representation or warranty or condition, either express or implied, (a) that OCC websites will be uninterrupted or error-free, (b) that OCC or the server that makes OCC websites available are free of viruses or other harmful components, (c) as to the accuracy, reliability or completeness of results that may be obtained from the use of OCC or (d) as to the accuracy, content, timeliness, completeness, legality, reliability, quality or suitability of any information, content, service, product or merchandise provided through OCC websites.

OCC websites make and users receive no representations, warranties or conditions, express or implied, to the extent permitted by applicable law, with respect to OCC websites, its content, its merchandise, its services, any documents, information, items or materials provided by OCC websites in connection with the use of OCC websites, any goods or services received through or advertised on OCC or received through any links provided on OCC websites, any information received through OCC or any links provided on OCC websites, including without limitation no representations, warranties or conditions of merchantability, suitability, fitness for a particular purpose, non-infringement of proprietary rights or otherwise.

No written information posted on OCC websites or its affiliates, or any of its officers, directors, employees, volunteers, providers, merchants, sponsors, licensors, or the like, will create a representation, a warranty or condition.

Some jurisdictions do not allow the exclusion or disclaimer of certain warranties. In such jurisdictions, any or all of the above exclusion may not apply to you.

6 - Disclaimer Regarding Professional Information

OCC may make available certain professional information provided by third parties including disease, research and disease management related information. Before using any such professional information made available through OCC or through any link on OCC websites, please re-read the above section entitled "General Disclaimer of Representations and Warranties" and the section below entitled "Limitation of Liability" as those provisions apply to any professional information made available. Neither OCC websites nor any of its officers, directors, employees, volunteers, sponsors, licensors, or the like are qualified to provide information or advice in any of these or similar professional fields and does not make any representation or warranty or

condition, either express or implied, regarding the content, accuracy, completeness, legality, reliability, quality or suitability of any such professional information. OCC recommends that individuals seek advice from a qualified professional with respect to any issues or questions they may have related to medical advances or related information posted on OCC websites.

7 - Disclaimer Regarding Downloading

OCC may make available for downloading certain software, PDFs, PowerPoints, videos, files, and computer programs provided by third parties. Neither OCC nor any of its officers, directors, shareholders, employees, affiliates, volunteers, sponsors, licensors, or the like makes any representation or warranty or condition, either express or implied, to you regarding such software. OCC cannot guarantee that any such software will meet an individual's needs, standards or desired specifications or that such software will be free from viruses or errors. Before downloading any such software or computer programs, please re-read the above section entitled "General Disclaimer of Representations and Warranties" and the section below entitled "Limitation of Liability". Use of such software is subject to the terms and conditions of any end user license agreement that accompanies such software and by using such software a user agrees to be bound by the terms and conditions of such license.

A user agrees that any software, computer programs, information, photographs, music, video, audio, PowerPoints, charts, graphs, data, or other materials obtained on or through OCC is done at their own risk and they are solely responsible for any damages to a computer system or other damages that may result from the download of such materials.

8 - Limitation of Liability

Under no circumstances will OCC or any of its officers, directors, shareholders, employees, affiliates, volunteers, sponsors, licensors, or any other party involved in creating, producing, or distributing OCC websites be liable for any direct, indirect, incidental, special, or consequential damages that result or arise from (a) the use of and reliance on OCC websites, (b) the inability to use OCC websites, (c) mistakes, omissions, interruptions, suspension, termination, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance with respect to OCC websites, including without limitation those that result from acts of god, communications failure, theft, destruction, or unauthorized access to OCC websites records, programs, or services, (d) merchandise, products, or services received through or advertised on OCC websites or advertised on any links provided on OCC websites, (e) information or advice received through or advertised on OCC websites and information or advice received through or advertised on any links provided on OCC and (f) any information, data, text, messages and other materials that are emailed, uploaded, reproduced, transmitted or otherwise distributed using OCC websites.

As some jurisdictions do not allow the restriction, exclusion or limitation of liability, in such jurisdictions liability is limited to the fullest extent permitted by law.

If a user is dissatisfied with any portion of OCC websites or with any of these terms of use, their sole remedy is to discontinue using OCC websites.

9 - Indemnification and Release

Users agree to defend, indemnify and hold harmless OCC, its officers, directors, shareholders and employees from any and all claims, liabilities, damages, costs and expenses, including reasonable legal fees, arising from (a) use of the OCC website or the internet, (b) the uploading, posting, emailing, reproducing, transmitting or otherwise distributing of any information, data, text, software, music, sound, photographs, graphics, video messages or other materials by any users of any account with OCC, or (c) the breach of any of these terms and conditions by any users of any account with OCC.

10 - Miscellaneous

These terms and conditions and any and all documents specifically referenced herein, including our content agreement, constitute the entire agreement between users and OCC with respect to the subject matter hereof. No failure on the part of OCC to exercise and no delay in exercising any right under these terms and conditions shall operate as a waiver of such right. If any provision contained in these terms and conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these terms and conditions and the remaining provisions shall continue in full force and effect.