

## WEBSITE PRIVACY POLICY

Unless otherwise noted on a particular website or service hosted by Women's Economic Council (also referred to in this document as WEC), this Privacy Policy applies to your use of all websites that WEC operates. These include [www.womenseconomiccouncil.ca](http://www.womenseconomiccouncil.ca) and [weconomie.ca](http://weconomie.ca). WEC provides this information on an "as-is" basis and makes no warranties regarding the information provided, and disclaims liability for damages resulting from its use.

### Introduction

It is WEC's policy to respect your privacy regarding any information we may collect while operating our websites.

### Website Visitors

Like most website operators, WEC collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. WEC's purpose in collecting non-personally identifying information is to better understand how WEC's visitors use its website. From time to time WEC may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

WEC also collects potentially personally-identifying information like Internet Protocol (IP) addresses. WEC does not use such information to identify its visitors, however, and does not disclose such information, other than under the same circumstances that it uses and discloses personally-identifying information, as described below.

### Gathering of Personally-Identifying Information

Certain visitors to WEC's websites choose to interact with WEC in ways that require WEC to gather personally-identifying information. The amount and type of information WEC gathers depends on the nature of the interaction. For example, we ask visitors who wish to create a profile on [weconomie.ca](http://weconomie.ca) to provide a name, online addresses and optional images. In each case, WEC collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with WEC. WEC does not disclose personally-identifying

information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

## **Aggregated Statistics**

WEC may collect statistics about the behaviour of visitors to its websites. For instance, WEC may monitor the most popular parts of the [weconomie.ca](http://weconomie.ca) or [womenseconomiccouncil.ca](http://womenseconomiccouncil.ca) sites. WEC may display this information publicly or provide it to others. However, WEC does not disclose personally identifying information other than as described below.

## **Protection of Certain Personally-Identifying Information**

WEC discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on WEC's behalf or to provide services available at WEC's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using WEC's websites, you consent to the transfer of such information to them. WEC will not rent or sell potentially personally identifying and personally identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, WEC discloses potentially personally-identifying and personally identifying information only when required to do so by law, or when WEC believes in good faith that disclosure is reasonably necessary to protect the property or rights of WEC, third parties or the public at large. If you are a registered user of a WEC website and have supplied your email address, WEC may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with WEC and our products. We frequently use our social media such as Facebook or Twitter to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. WEC takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

## **Cookies**

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. WEC uses cookies to help WEC identify and track visitors, their usage of WEC websites, and their website access preferences. WEC visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using WEC's websites, with the drawback that certain features of WEC's websites may not function properly without the aid of cookies.

## **Privacy Policy Changes**

Although most changes are likely to be minor, WEC may change its Privacy Policy from time to time, and in WEC's sole discretion. WEC encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

## **Terms of Service**

The following terms and conditions govern all use of the [weconomie.ca](http://weconomie.ca) and [womenseconomiccouncil.ca](http://womenseconomiccouncil.ca) websites and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by Women's Economic Council. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Site by Women's Economic Council (collectively, the "Agreement").

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Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any

services. If these terms and conditions are considered an offer by Women's Economic Council, acceptance is expressly limited to these terms.

## **Your Account**

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must not use your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Women's Economic Council may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Women's Economic Council liability. You must immediately notify Women's Economic Council of any unauthorized uses of your account or any other breaches of security. Women's Economic Council will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

## **Responsibility of Contributors**

If you operate a blog, comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

- You have fully complied with any third-party licences relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- The Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- The Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party; and
- You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Women's Economic Council or otherwise.

By submitting Content to Women's Economic Council for inclusion on [weconomie.ca](http://weconomie.ca) or [womenseconomiccouncil.ca](http://womenseconomiccouncil.ca), you grant Women's Economic Council a world-wide, royalty-free, and non-exclusive licence to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, Women's Economic Council will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Women's Economic Council has the right (though not the obligation) to, in Women's Economic Council's sole discretion (i) refuse or remove any content that, in Women's Economic Council's reasonable opinion, violates any Women's Economic Council policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Women's Economic Council's

sole discretion. Women's Economic Council will have no obligation to provide a refund of any amounts previously paid.

## **Responsibility of Website Visitors**

Women's Economic Council has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Women's Economic Council does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Women's Economic Council disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

## **Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Website links, and that link to the Website. Women's Economic Council does not have any control over those non-weconomie.ca or womenseconomiccouncil.ca websites and webpages, and is not responsible for their contents or their use. By linking to non-weconomie.ca or womenseconomiccouncil.ca websites and webpages, Women's Economic Council does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or

destructive content. WEC disclaims any responsibility for any harm resulting from your use of non-weconomie.ca and womenseconomiccouncil.ca websites and webpages.

### **Copyright Infringement and DMCA Policy**

As WEC asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify WEC in accordance with WEC's Digital Millennium Copyright Act ("DMCA") Policy. Women's Economic Council will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of WEC or others, WEC may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, WEC will have no obligation to provide a refund of any amounts previously paid to WEC.

### **Intellectual Property**

This Agreement does not transfer from WEC to you any WEC or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with WEC. Women's Economic Council, WEC trademarks and URLs and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of WEC or WEC's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any WEC or third-party trademarks.

### **Changes**

Women's Economic Council reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of, or access to, the Website following

the posting of any changes to this Agreement constitutes acceptance of those changes. Women's Economic Council may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **Termination**

Women's Economic Council may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Services account, such account can only be terminated by WEC if you materially breach this Agreement and fail to secure such breach within thirty (30) days from WEC's notice to you thereof; provided that, WEC can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Disclaimer of Warranties**

The Website is provided "as is". Women's Economic Council and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither WEC nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Website at your own discretion and risk.

## **Limitation of Liability**

In no event will WEC or its suppliers or licensors be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential



damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that increase the fees paid by you to WEC under this agreement during the twelve (12) month period prior to the date the cause of the action accrues. Women's Economic Council shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

### **General Representation and Warranty**

You represent and warrant that (i) your use of the Website will be in strict accordance with the WEC Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

### **Indemnification**

You agree to indemnify and hold harmless WEC, its contractors and its licensors and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to out of your violation this Agreement.

### **Miscellaneous**

This Agreement constitutes the entire agreement between WEC and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of WEC, or by the posting by WEC of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of Canada, its provinces and Territories, excluding its conflict of law provisions, and

the proper venue for any disputes arising out of or relating to any of the same will be the provincial and federal courts located in Canada, its provinces and Territories.

The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; WEC may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

These terms are based upon the WordPress Terms of Service, and are licensed under Creative Commons Share-Alike 1.0. Women's Economic Council releases this new version under the same licence.