



PRIVACY POLICY & WEBSITE TERMS AND CONDITIONS

KNOX PRESBYTERIAN CHURCH PRIVACY POLICY

Welcome to Knox Presbyterian Church (the “Church”). Please read this Privacy Policy carefully before submitting any Personal Information to the Church or to the Church’s website. When you interact with the Church (for example, when you participate in Church activities, when you register for programs, conferences or events, when you wish to obtain goods or services from the Church, or when you complete other forms provided by the Church) and/or access, browse or use the Church website, you are signifying your consent to be bound by this Privacy Policy.

1. Introduction

We believe that when you visit the Church, your Personal Information deserves protection. The term “Personal Information” in this Privacy Policy refers to any information about an identifiable individual, including but not limited to name, email, date of birth, date of baptism, marriage, death and / or burial records, and limited banking and health information. Relevant privacy legislation excludes from “Personal Information” publicly available information such as names, address and telephone numbers published in telephone directories. This Privacy Policy has been prepared to help you understand our commitment to the privacy of your Personal Information, and to let you know what we can, and cannot do, with your Personal Information.

Knox is part of the Presbyterian Church in Canada, a national denomination comprised of approximately 600 Presbyterian Churches. As part of the Presbyterian Church in Canada, we may periodically share records that include Personal Information with two (2) related but separate entities: the Presbytery of East Toronto (“Presbytery”) and the Presbyterian Church in Canada (“PCC”). Both are separate entities from the Church.

At all times, it is your decision as to whether you wish to provide the Church with information about yourself.

2. Collection of Personal Information

You may visit the Church and the Church’s website without directly providing any Personal Information. However, to interact with the Church and to access particular portions of the Church’s

website, you may need to provide Personal Information including, but not limited to, your email, username and password. All information you provide is collected privately by the Church.

3. Use of Personal Information by the Church

Your Personal Information is used by the Church to:

- a) Establish and maintain your involvement with the Church, including providing you with newsletters and other communications;
- b) Provide the products or services you have requested from the Church;
- c) Answer any of your inquiries;
- d) Register you for activities, events, or conferences; and
- e) Meet statutory and regulatory requirements.

Personal Information that is shared with the Presbytery includes records related to your date of birth, baptism, marriage, death and / or burial. To help ensure the Church maintains proper records, the Presbytery periodically reviews (either annually or every other year) Knox Session minutes, baptismal registers, our roll of professing members, and our marriage register. The Presbytery reviews and attests these records but does not retain any of the records or Personal Information after its review.

The PCC receives information from the Church for archival purposes. As such, Personal Information may be archived with the PCC including baptismal registers, marriage registers, lists of members, communion rolls, minutes from meetings of the Session, Trustees, congregation and/or other leadership bodies, annual reports, and/or other records.

In certain instances, such as when you make a donation to the Church or when you provide us with feedback, we may require that you provide specific Personal Information. The Church may use Personal Information and data collected to generate aggregate statistics and reports for internal use. The Church may also use Personal Information and data collected to generate aggregate data or other information reported in returns or other filings made with third parties to comply with statutory or regulatory reporting requirements. These statistics, reports, returns and other filings do not contain information that would identify individuals or individual users of the Church's website except as required by statute or regulation in which case individual's written permission is obtained in advance.

The Church may run online promotions in relation to Church activities that require submission of personally identifiable information by participants. The Church may use the information collected in the aggregate so we can determine, for example, how many visitors to our website participated in the promoted Church activity.

Your individual information will also enable us, if necessary, to notify you of any change to our policies.

4. Protection of Personal Information by the Church

When you visit the Church's website and provide Personal Information, the information is processed and stored on both internal and cloud-based secure servers. Upon your departure from the Church, or at the conclusion of specific Church activities, your Personal Information will be securely deleted from Church's database within three (3) months after notifying the Church in writing that you want relevant Personal Information to be removed from the Church's database.

5. Disclosure of Personal Information

Users' non-aggregated specific Personal Information will not be sold, rented or made available to anyone other than the Church without express permission to do so.

The Church reserves the right to co-operate with law enforcement and other officials in any investigation requiring either personal or account information, including any information provided through Church activities, or online through the Church's website, or reports about 16 lawful or unlawful user activities in relation to Church activities and the Church's website. The Church also reserves the right at any time to disclose any personal and account information: (i) to comply with any applicable law or regulation; (ii) if such disclosure is necessary or appropriate to site operation; or (iii) to protect the rights or property of the Church and its users, partners, providers, licensors or merchants.

Any Personal Information disclosed to the Presbytery for review and attestation will not be kept on file, disclosed or made available to anyone else.

Any Personal Information disclosed to PCC for archival purposes will only be accessed/disclosed according to their privacy policy. The PCC has specific restrictions limiting access to records that hold Personal Information less than between 50 and 100 years old. For example, baptismal records less than 100 years old are restricted, marriage and death and/or burial records less than 75 years old are restricted, and personal information files are restricted for the most recent 75 years.

More information on Presbytery and PCC privacy policies will be provided upon request.

6. Consent

By participating in Church activities and / or accessing the Church's website, you consent to the collection and use of personal and account information by the Church, in accordance with this Privacy Policy, including the sharing of some Personal Information with the Presbytery and the PCC.

7. Questions or comments

The Church welcomes your feedback regarding the Church's website and this Privacy Policy. Please contact us by e-mail at privacyofficer@knoxtoronto.org or by phone 416-921-8993.

TERMS AND CONDITIONS

Welcome to the Church. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN CHURCH ACTIVITIES OR ACCESSING OR USING THIS WEBSITE. By participating in Church Activities and / or accessing, browsing and using this website, you are signifying your consent to be bound by these Legal Terms and Conditions (the “Terms and Conditions”).

1. Restrictions on Use of Materials

All content included on Church activities materials and this website, such as text, graphics, logos, button icons, images, audio and video clips, and software, is owned by and is the property of the Church or other parties that have licensed their materials to the Church, and is protected by Canadian and United States copyright laws. Unless otherwise stated, no material from Church activities materials and this website (or any website owned, operated, licensed or controlled by the Church or its affiliates, subsidiaries, successors and assigns), may be copied, reproduced, republished, uploaded, posted, transmitted, framed, commercially exploited or distributed in any way or by any means whatsoever.

Modification of the materials or use of the materials for any other purpose (including the use of any such material on any other website or networked computer environment) is a violation of copyright and other proprietary rights. You agree to abide by all copyright notices, information and restrictions contained in any content on Church activities materials and this website and any content accessed through this website.

Any unauthorized use or violation of these terms immediately and automatically terminates your right to engage in Church activities and use of the website and may subject you to legal liability.

The Church’s logos, images, product and company names displayed or referred to on Church activities materials and the Church website are trademarks of the Church. Other trademarks or names mentioned herein may be the trademarks or trade names of their respective owners.

2. Disclaimer and Limitation of Liability

By using the Church’s website, you assume all risks associated with the use of the website, including any risk to your computer, software or data being damaged by any virus, software, or any other file that might be transmitted or activated via a Church website or your access to it. The Church shall not be liable for any damages of any kind (general, special, incidental or consequential damages, including, without limitation, lost revenues or lost profits) resulting from the use or misuse of the information contained in the Church’s website.

The Church’s website is controlled and operated at offices in Toronto, Ontario. The Church makes no representation that materials on the website are appropriate or available for use in other locations. If you

choose to access this website from other locations, you do so on your own initiative and you are responsible for compliance with local laws, if and to the extent local laws are applicable.

Reference herein to any specific commercial product, process, or Church activity by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply endorsement, recommendation, or favouring by the Church. The views and opinions of authors expressed herein do not necessarily state or reflect those of the Church, and shall not be used for advertising or product endorsement purposes.

3. Jurisdiction and Severability

You agree and acknowledge that your use of this website shall be deemed to have occurred and taken place solely in the Province of Ontario, Canada. You further agree and acknowledge that these Terms and Conditions, and any disputes in connection with your use of this website or its contents, will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. If any provision of these Terms and Conditions shall be found to be unlawful, void and unenforceable, then such provision shall be deemed severable herefrom and will not affect the validity and enforceability of any remaining provisions.

4. Amendments

The Church reserves the right to make changes to the website and to modify, alter or otherwise update these Terms and Conditions at any time with or without notice. You should review the website on a regular basis for any such changes. Your continued use of the website shall constitute your acceptance of any revisions to the Terms and Conditions.

5. Language

The parties have requested that these Terms and Conditions and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

6. Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify and hold the Church, its affiliates and related companies, and any of their respective directors, officers, employees, consultants and agents, harmless from and against all claims, liability, and expenses, including all legal fees and costs, arising out of (i) your breach of any provision of these Terms and Conditions, or (ii) your use of the website and the contents contained on the website.

The Church reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defence of any claim.

7. User Privacy Policy

Use of this website is subject to the terms of our Privacy Policy. You recognize and agree that:

(i) the Internet is not a secure medium, and neither the privacy of your communications, nor visits to this website, can be guaranteed; (ii) the nature of Internet communications means that your communications may be susceptible to data corruption, unauthorized access, interception and delays; (iii) the website may include incomplete information, inaccuracies or typographical errors; (iv) the Church and any other persons involved in the management of the website may make changes in the information and content included in the website at any time without notice; (v) the Church shall not be responsible for any detrimental reliance you may place on the website or its contents; and (vi) use of the website is on an “as is” basis and is strictly at your own risk.