



TERMS OF USE

(Last updated: March 25, 2019)

Food4Kids Mississauga makes available to you this website located at www.Food4KidsMiss.ca (the “**Website**”) subject to your acceptance of and compliance with these website terms of use (the “**Terms of Use**”). BY ACCESSING, BROWSING, AND/OR USING THIS WEBSITE YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND OUR **PRIVACY POLICY** AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU CANNOT OR DO NOT AGREE WITH THESE TERMS OF USE OR OUR PRIVACY TERMS OF USE THEN DO NOT ACCESS OR USE THIS WEBSITE.

Food4Kids Mississauga reserves the right, in its sole discretion, to update, revise, supplement, and modify these Terms of Use as well as to impose new or additional terms and conditions to these Terms of Use at any time. We will notify you of any changes to these Terms of Use by posting any revised draft on our Website. Your continued access or use of the Website after such modifications have been posted shall indicate your acceptance of and agreement to be bound by these Terms of Use as modified. It is your responsibility to review regularly these Terms of Use.

Food4Kids Mississauga does not intentionally market its services to minors. If you are under 18, you will need to obtain your parent or guardian’s permission before you send any personal information to Food4Kids Mississauga over the Internet. Parent or guardian participation, understanding of their children’s online usage, and awareness of the activities in which they are participating, are strongly encouraged.

1. YOUR DONATIONS

Food4Kids Mississauga’s Website offers a user-friendly way for individuals to donate. All donations are made directly to Food4Kids Mississauga (who issues donors their tax receipts).

2. CONDITIONS OF USE

Except as may be expressly authorized by Food4Kids Mississauga, any reproduction, modification or distribution of the Website materials or content, in whole or in part, is strictly prohibited. Notwithstanding the foregoing Food4Kids Mississauga hereby grants to you a limited, non-transferrable license to view, download, and retain copies of this Website and materials published by Food4Kids Mississauga on this Website for your personal, non-commercial use only, provided you do not remove or alter any copyright or other proprietary notices. You also agree that you will not use any part of this Website in such a way that suggests any type of relationship between Food4Kids Mississauga and you or any entity related to you, unless you have received prior consent from Food4Kids Mississauga.

You understand that your use of such tools and services is governed by the **Food4Kids Mississauga Client Services Agreement**. Except to the extent permitted by copyright law, no copying or use of the material from this Website is permitted except in accordance with these Terms of Use, the Food4Kids Mississauga Client Services Agreement or the express permission of Food4Kids Mississauga. Food4Kids Mississauga reserves the right to modify, change, discontinue or suspend the Website (and any services offered through the Website) in whole or in part, at any time, without

prior notice to you. Food4Kids Mississauga or any of its respective employees, agents, officers, directors or third party service providers (collectively, "Food4Kids Mississauga and Food4Kids Mississauga Service Providers") shall not be liable to you or any third party should Food4Kids Mississauga exercise this right.

You represent and warrant that any information or materials you provide to Food4Kids Mississauga or post on its Website is accurate, truthful, not misleading, not confidential property of third parties, does not violate third party rights, and is offered in good faith. This includes, but is not limited to, information provided as part of any registration, to gain access to, or for use of any service offered on the Website. In addition you agree not to use the Website in connection with any of the following activities: a) sending and relaying spam, impersonating another person or entity, falsely misrepresenting your identity or your affiliations; b) for illegal or fraudulent purposes; c) for transmitting or distributing any objectionable material that is illegal, harassing, defamatory, tortuous, sexually explicit, obscene, hateful, or racist; or d) for transmitting material that contain computer programs including but not limited to viruses, Trojan horses, worms, time bombs, and cancel bots, which are designed to disrupt, destroy, harm, or damage the operation of the Website or computer. Food4Kids Mississauga reserves the right at any time, in its discretion, to remove any content or material provided or posted by you including, but not limited to, materials Food4Kids Mississauga deems to be in violation of these Terms of Use or the Food4Kids Mississauga Client Services Agreement.

3. MONITORING INFORMATION

Food4Kids Mississauga makes reasonable efforts to ensure that the information provided through the Website is current and accurate. Food4Kids Mississauga makes no representations or warranties as to the accuracy, reliability, completeness or timeliness of such information.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

Food4Kids Mississauga own all rights, title and interest in the Website and you acquire no interest therein. The materials provided on the Website including, without limitation, all content, site design, text, graphics and the selection and arrangement thereof are protected by copyright. All rights are reserved. Any unauthorized use or any reproduction, modification or distribution of the materials is strictly prohibited. Nothing in these Terms of Use shall grant you any rights in or to the intellectual property or proprietary rights of Food4Kids Mississauga or any third party. By providing or posting this material onto Food4Kids Mississauga' website you hereby grant to Food4Kids Mississauga a nonexclusive, royalty free, perpetual, and irrevocable license which allows Food4Kids Mississauga the right to use, edit, modify, adapt, reproduce, publish, distribute and display such material. You also hereby waive all moral rights you may have in such material. You represent and warrant that you own all rights to the material you post on our Website and therefore have the authority to grant such a license. Nothing on the Website shall be construed as granting, either expressly, by implication, by estoppel or otherwise, a licence or other right to you to use any trade-marks or trade-names of Food4Kids Mississauga. The names of other companies, products or services referred to on the Website may be trade-marks or trade-names of their respective owners. Any unauthorized use of the trade-marks or trade-names of Food4Kids Mississauga or of third parties is strictly prohibited.

5. LINKS

Certain links on this Website lead to other websites ("Linked Sites"), which are owned and operated by independent parties over whom Food4Kids Mississauga has no control. Use of any Linked Site is entirely at your own risk. Food4Kids Mississauga makes no representations or warranties as to the accuracy or any other aspect of the information contained on the Linked Sites, including the goods or services sold or made available. Food4Kids Mississauga therefore disclaims all liability and responsibility for the availability of information, content, accuracy, products, or services found on

Linked Sites. The existence of a link from the Website to any third party site does not constitute an endorsement by Food4Kids Mississauga of the Linked Site or any goods, services or information provided through such Linked Sites.

While Food4Kids Mississauga encourages links to the Website, we do not wish to be linked to or from any third-party web site which may be damaging or detrimental to the activities, operations, credibility or integrity of Food4Kids Mississauga. Food4Kids Mississauga reserves the right to prohibit or refuse to accept any link to the Web site which contains or makes available any content or information that includes, without limitation, unlawful, threatening, abusive, racist, libellous, defamatory, obscene, vulgar, violent, pornographic, profane or indecent information of any kind. You agree to remove any link you may have to the Website upon the request of Food4Kids Mississauga.

You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use or enjoyment of the Website.

6. COMPLIANCE WITH LAWS

In addition to complying with these Terms of Use, you agree to use the Website and services available on or through the Website for lawful purposes only and in a manner consistent with local, national or international laws and regulations.

7. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

YOU UNDERSTAND AND AGREE THAT: USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. FOOD4KIDS MISSISSAUGA DOES NOT PROVIDE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOOD4KIDS MISSISSAUGA DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE. THE DOWNLOADING OF MATERIAL FROM THE WEBSITE IS DONE AT YOUR OWN RISK. FOOD4KIDS MISSISSAUGA DOES NOT GUARANTEE OR WARRANT THAT SUCH MATERIALS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS TO PROTECT YOUR COMPUTER SYSTEM AND DATA AND YOU ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY SERVICE, REPAIRS OR CORRECTIONS NECESSARY AS A RESULT OF THE USE OF THE WEBSITE. YOU SHOULD NOT RELY ON ANY OPINION OR OTHER INFORMATION SET OUT IN THE WEBSITE WHEN MAKING BUSINESS, FINANCIAL, PERSONAL OR OTHER DECISIONS. FOOD4KIDS MISSISSAUGA AND FOOD4KIDS MISSISSAUGA SERVICE PROVIDERS DO NOT ENDORSE THE OPINIONS OF ANY THIRD PARTY EXPRESSED ON THE WEBSITE OR ANY SITE ACCESSIBLE THROUGH THE WEBSITE.

Limitations of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FOOD4KIDS MISSISSAUGA ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS BE LIABLE FOR ANY: (i) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES; (ii) DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY; (iii) CLAIMS OF THIRD PARTIES; OR (iv) OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS POLICY, THE WEBSITE OR ANY LINKED SITE. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF FOOD4KIDS MISSISSAUGA, ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS ARISING OUT OF OR RELATED TO THIS POLICY EXCEED CDN \$100. TO THE

EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Scope of Limitations and Disclaimers. THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET OUT IN THESE TERMS OF USE SHALL APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF FOOD4KIDS MISSISSAUGA, ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS ARE ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, CLAIM OR LIABILITY.

Indemnity. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FOOD4KIDS MISSISSAUGA AND ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LOSSES OR EXPENSES (INCLUDING ALL LEGAL FEES) BROUGHT BY YOU OR ANY THIRD PARTY ARISING OUT OF YOUR USE OF THIS SITE IN BREACH OF THIS OR ANY OF FOOD4KIDS MISSISSAUGA POLICIES OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.

8. SEVERABILITY

If in any jurisdiction any part of these Terms of Use is held, by a court of competent jurisdiction, to be invalid or unenforceable, such part of these Terms of Use shall be restricted or eliminated to the minimum extent necessary with respect to that jurisdiction, and the remaining Terms of Use shall otherwise remain in full force and effect. If such invalid or unenforceable provision may be modified to become valid and enforceable, such provision will be deemed to be modified so as to be valid and enforceable to the greatest extent allowed by law.

9. GENERAL

These Terms of Use, together with the [Food4Kids Mississauga Client Services Agreement](#), the [Food4Kids Mississauga Privacy Policy](#) and all other notices, policies and disclaimers contained on the Website (as the same may be amended by Food4Kids Mississauga from time to time) constitute the entire agreement between Food4Kids Mississauga and you in relation to the subject thereof. These Terms of Use, together with the [Food4Kids Mississauga Client Services Agreement](#) and the [Food4Kids Mississauga Privacy Policy](#) supersede anything in the Website inconsistent with them. No delay or failure to exercise any right or any non-compliance by you, the user, with respect to the terms of these Terms of Use shall be construed as a waiver by Food4Kids Mississauga. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

10. JURISDICTION

The laws of the Province of Ontario and any applicable federal laws of Canada shall govern your use of the Website. The courts of the Province of Ontario shall have exclusive jurisdiction over any dispute arising out of your use of this Website.

FOOD4KIDS MISSISSAUGA PRIVACY POLICY

(Last updated: March 25, 2019)

Food4Kids Mississauga respects your privacy and is committed to protecting your personal information. This privacy policy will inform you as to how we look after your personal information when you visit our website at Food4KidsMiss.ca (the “**Website**”), regardless of where you visit it from, and tell you about your privacy rights and how the law protects you.

By submitting personal information to Food4Kids Mississauga or its service providers and agents (collectively referred to as Food4Kids Mississauga, “we”, “us” or “our” in this Privacy Policy), you agree that we may collect, use and disclose such personal information in accordance with this Privacy Policy and as permitted or required by law. Subject to legal and contractual requirements, you may refuse or withdraw your consent to certain of the identified purposes at any time by contacting our privacy manager. If you refuse or withdraw your consent, we may not be able to provide you or continue to provide you with certain services or information which may be of value to you.

This Privacy Policy is provided in a layered format so you can click through to the specific areas set out below.

- 1. WHO WE ARE**
- 2. WHAT PERSONAL INFORMATION DO WE COLLECT ABOUT YOU?**
- 3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?**
- 4. WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION**
- 5. TO WHOM DO WE DISCLOSE YOUR PERSONAL INFORMATION**
- 6. HOW DO WE PROTECT THE CONFIDENTIALITY AND SECURITY OF YOUR PERSONAL INFORMATION**
- 7. HOW LONG WILL WE RETAIN YOUR PERSONAL INFORMATION?**
- 8. YOUR LEGAL RIGHTS**
- 9. CONTACTING US**

1. WHO WE ARE AND WHAT WE DO

Food4Kids Mississauga has a current application submitted to be registered Canadian charity. Providing packages of healthy food for elementary school students from at-risk, low-income or disadvantaged homes with little or no food during weekend periods. Food4Kids Mississauga collects and processes personal information through the following areas of operations:

- Our **website for donors** offers a user-friendly way for individuals to donate. Food4Kids Mississauga collects and processes the donor’s personal information submitted through the Website.

All donations made through our website are made directly to Food4Kids Mississauga (who issues donors their tax receipts). Our credit card processor (Elavon) transfers the donated amount (minus its non-commercial service fee) to Food4Kids Mississauga alone.

Food4Kids Mississauga’s tools may require you to provide personal information directly to them in addition to the personal information that you provide to Food4Kids Mississauga. Our services partners, are required to agree to this Privacy Policy in its entirety.

2. WHAT PERSONAL INFORMATION DO WE COLLECT ABOUT YOU?

Personal information means any information about an individual from which that person can be identified. It does not include personal information where all references to the identity of the relevant individual have been removed (anonymous personal information).

We may collect, use, store and transfer different kinds of personal information about you which we have grouped together as follows:

- **Identity Personal information** includes:
 - username or similar identifier,
 - first name, last name, title, company you work for.
- **Contact Personal information** includes address, email address and telephone numbers.
- **Financial Personal information** includes bank account, credit card details and securities related information in the event you donate securities or mutual funds to Food4Kids Mississauga (including your mutual fund or security name, number of units, investment firm, account number, financial advisor name, email, phone number.)
- **Transaction Personal information** includes details about payments to you (refunds) and from you (donations) and purchase of products (including a Charity gift card).
- **Technical Personal information** includes internet protocol (IP) address, your login personal information, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- **Profile Personal information** includes your username and password, donations made by you, your interests, preferences, surveys, and feedback.
- **Usage Personal information** includes information about how you use our website and our Services.
- **Marketing and Communications Personal information** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Personal information such as statistical or demographic information for any purpose. Aggregated Personal information could be derived from your personal information but is not considered personal information in law as this information will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Personal information to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Personal information with your personal information so that it can directly or indirectly identify you, we treat the combined information as personal information which will be used in accordance with this Privacy Policy.

We do not collect any Special Categories of Personal information about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric information). Nor do we collect any information about criminal convictions and offences.

If you provide Food4Kids Mississauga with personal information of another individual, you represent that you have obtained all necessary consents from such person to enable us to collect, use and disclose such personal information for the purposes set forth in this Privacy Policy.

This website is not intended for children under the age of 18 and we do not knowingly collect personal information relating to children.

3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We use different methods to collect personal information from and about you including through:

- a. **Direct interactions.** You may give us your Identity, Contact, Transaction and Financial Personal information by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal information you provide when you:
 - i. Sign-up for an account and update your account;
 - ii. Make a donation (including one-time gifts, recurring gifts, gifts of securities, and donations made to purchase a charity gift card) and receive a tax receipt, if applicable;
 - iii. Subscribe to our educational services or publications or to contact us or provide feedback;
 - iv. Request marketing to be sent to you; or
 - v. Give us feedback or contact us.
- b. **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Personal information about your equipment, browsing actions and patterns. We collect this personal information by using cookies, pixels, server logs and other similar technologies. We may also receive Technical Personal information about you if you visit other websites employing our cookies.
- c. **Third parties or publicly available sources.** We will receive personal information about you from various third parties as set out below:
 - i. Technical Personal information from:
 - A. analytics providers such as Google Analytics;
 - B. digital marketing service platforms such as MailChimp, Sprout Social and Hootsuite;
 - C. advertising networks such as Google Adwords, DoubleClick, Facebook and Twitter. We use unique tracking codes in our emails and pixels on our website to allow us to share your technical information with such providers to track use of our site (including the performance of our ads) and to retarget ads.
 - ii. Contact, Financial and Transaction Personal information from providers of technical, payment processing and delivery services. Securities or mutual fund donations are processed by our broker.

4. WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION?

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where you consent to such collection and use, such as by consenting to this Privacy Policy.
- Where needed to perform the service you are requesting.
- Where we need to comply with a legal obligation.

Note that we may process your Personal information for more than one lawful basis depending on the specific purpose for which we are using your personal information. Please contact us if you need details about the specific legal ground we are relying on to process your Personal information where more than one ground has been set out in the table below.

We have set out below, in a table format, a description of all the ways we plan to use your personal information, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Table: Purposes for which we will use your personal information

Purpose/Activity	Type of personal information	Lawful basis for processing including basis of legitimate interest	Who do we share your personal information with for these purposes
To make a donation, including one-time and monthly monetary donations, and donations of securities and mutual funds and receive a charitable tax receipt, if applicable.	(a) Identity (b) Contact (c) Financial (d) Transaction	(a) Performance of a contract with you (e.g. facilitating your donation according to your directive). (b) Necessary for our legitimate interests (to recover sums due to us).	(a) We share your Financial personal information only with our third party payment processor or broker, depending upon the type of donation.
To sign-up for an account and update your account.	(a) Identity (b) Contact	(a) Performance of a contract with you.	(a) We do not share your personal information for this purpose unless you provide your Financial personal information, in which case we only share this information with our third party payment processor.
To enable automatic or fast donation processing for future one-time and/or or recurring donations.	(a) Identity (b) Contact (c) Financial (d) Transaction	(a) Performance of a contract with you. (b) Necessary for our legitimate interests (to recover sums due to us).	(a) We share your Financial personal information with our third party payment processor.
To subscribe to our educational services or publications; to contact us or provide us feedback; to participate in a survey.	(a) Identity (b) Contact (c) Profile	(a) Performance of a contract with you. (b) Necessary for our legitimate interests (for marketing purposes).	(a) We do not share your personal information for this purpose.
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise). (b) Necessary to comply with a legal obligation.	(a) We do not share your personal information for this purpose.

a. **Marketing**

We strive to provide you with choices regarding certain personal information uses, particularly around marketing and advertising.

We may use your Identity, Contact, Technical, Usage and Profile Personal information to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which Services may be relevant for you.

Where *Canada's Antispam Legislation* (CASL) applies to Food4Kids Mississauga's communications with users, donors or volunteers, Food4Kids Mississauga is committed to complying with CASL and, in particular, the provisions setting out the requirements for sending commercial electronic messages.

You will receive marketing communications from us if you have requested information from us or made a donation to us and you have not opted out of receiving that marketing.

We will get your express opt-in consent before we share your personal information with any third party for marketing purposes.

You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at any time. If you are receiving marketing messages from another charity to which you made a donation through our Website and you no longer wish to receive such messages, then you should contact that charity to make this request.

Where you opt out of receiving these marketing messages, we may continue to use your personal information in order to provide you with the services you have requested from us.

Where our use of your personal information requires your consent, you can provide such consent:

- at the time we collect your personal information following the instructions provided; or
- by informing us by e-mail, post or phone using the contact details set out in this Privacy Policy; or
- by registration through our website

b. **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

c. **Change of Purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. TO WHOM DO WE DISCLOSE YOUR PERSONAL INFORMATION?

We may share your personal information with the parties set out above for the purposes set out in the table *Purposes for which we will use your personal information* in this Privacy Policy.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

6. HOW DO WE PROTECT THE CONFIDENTIALITY AND SECURITY OF YOUR PERSONAL INFORMATION?

We are committed to keeping the personal information provided to us secure and we will take reasonable precautions to protect personal information from loss, misuse or alteration.

We have implemented information security policies, rules and technical measures that are intended to protect the personal information that we have under our control from:

- unauthorised access;
- improper use or disclosure;
- unauthorised modification; and
- unlawful destruction or accidental loss.

All of our members, employees, workers and personal information processors (i.e. those who process your personal information on our behalf, for the purposes listed above), who have access to, and are associated with, the processing of personal information, are obliged to respect the confidentiality of the personal information of all visitors to the Site and all users of our Services.

We have put in place procedures to deal with any suspected personal information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

7. HOW LONG WILL WE RETAIN YOUR PERSONAL INFORMATION?

We will only retain your Personal information for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

In some circumstances you can ask us to delete your personal information: see your legal rights Section below for further information.

In some circumstances we will anonymise your Personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

8. YOUR LEGAL RIGHTS

The vast majority of our donors and website users are Canadians and so our privacy policy has been drafted to help ensure compliance with applicable Canadian law. However, we have noted that (although we do not target our services to EU data subjects) some of our individual donors are from outside of Canada, including from the European Economic Area (“**EEA**”). For the benefit of such users, we also endeavor to provide adequate protection for the personal data of EU data subjects in accordance with applicable EU data protection laws and regulations, including the EU GDPR. Subject to certain exemptions, you have the following rights in relation to the Personal information we hold about you:

a. Your right of access

If you ask us, we'll confirm whether we're processing your Personal information and, subject to any applicable exemptions, provide you with a copy of that Personal information within the timescales provided for by law. We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated. If you require additional copies, we may need to charge a reasonable fee.

b. Your right to rectification

If the Personal information we hold about you is inaccurate or incomplete, you're entitled to have it rectified. If you are entitled to rectification and if we've shared your Personal information with others, we'll let them know about the rectification where possible and where this would not involve disproportionate effort. If you ask us, where possible and lawful to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

c. Your right to erasure

You can ask us to delete or remove your Personal information in some circumstances such as where we no longer need it or if you withdraw your consent (where applicable because that was the legal basis on which we were processing your Personal information). If you are entitled to erasure and if we've shared your Personal information with others, we'll take reasonable steps to inform those others where possible and where this would not involve disproportionate effort. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

d. Your right to restrict processing

You can ask us to "block" or suppress the processing of your Personal information in certain circumstances such as where you contest the accuracy of that Personal information or you object to us. If you are entitled to restriction and if we've shared your Personal information with others, we'll let them know about the restriction where it is possible for us to do so. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

e. Your right to personal information portability

You have the right, in certain circumstances, to obtain Personal information you've provided us with (in a structured, commonly used and machine readable format) and to reuse it elsewhere or to ask us to transfer this to a third party of your choice.

f. Your right to object

You can ask us to stop processing your Personal information, and we will do so, if we are:

- relying on our own or someone else's legitimate interests to process your Personal information, except if we can demonstrate compelling legal grounds for the processing; or
- processing your Personal information for direct marketing.

g. Your rights in relation to automated decision-making and profiling

You have the right not to be subject to a decision when it's based on automatic processing, including profiling, if it produces a legal effect or similarly significantly affects you, unless such profiling is necessary for entering into, or the performance of, a contract between you and us.

h. Your right to withdraw consent

If we rely on your consent (or explicit consent) as our legal basis for processing your Personal information, you have the right to withdraw that consent at any time. However, this

will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

- i. Your right to lodge a complaint with the supervisory authority

If you have a concern about any aspect of Food4Kids Mississauga' privacy practices, including the way we've handled your Personal information, you can report it to the relevant supervisory authority.

9. CONTACTING US

For the benefit of EU data subjects, Food4Kids Mississauga is the "data controller" and is responsible for your personal information.

We have appointed a privacy manager who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact our privacy manager using the details set out below.

If you have any questions about this Privacy Policy or our privacy practices, please contact our privacy manager in the following ways:

Food4Kids Mississauga (Att. Chief Privacy Officer)
305 Iroquios Avenue
Mississauga, ON
L5G 1M8

Paul@Food4KidsMiss.ca
Telephone number: 1-905-805-1443

You have the right to make a complaint at any time to the relevant supervisory authority for personal information protection issues. In Canada, you can contact the Office of the Privacy Commissioner of Canada ("OPC"), see: <https://www.priv.gc.ca/en/contact-the-opc/>. EU data subjects can contact their relevant data protection supervisory authority. We would, however, appreciate the chance to deal with your concerns before you approach the supervisory authority so please contact us in the first instance.

Links to Other Websites

This website may include links to third-party websites, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share personal information about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the Privacy Policy of every website you visit.

Changes

Food4Kids Mississauga reserves the right to modify or supplement this Privacy Policy at any time. If any changes are made to this Privacy Policy, a copy of the Privacy Policy as amended will be posted on our Website as soon as practicable following that update. Your continued use of the Website following such posting will signify your consent to its revised terms.