



BCCDA Terms & Conditions

BCCDA Website Usage Policy

This Website Usage Policy is in regards to the terms in which you may access and use our services as a member of the BC Career Development Association (BCCDA). By using and accessing BCCDA's website you signify your acceptance of our Website Usage Policy and the (BCCDA) Code of Ethics found <http://bccda.org/codeOfEthics.cfm>.

Therefore, if you cannot accept these terms and conditions, please do not use the website. BCCDA may revise these terms and conditions at any time by updating this posting. Please read this document closely and visit this page periodically to review the terms and conditions because they are binding on you.

If you have any questions or concerns, please contact us at info@bccda.org.

Our Commitments

These policies have been developed as an extension of BCCDA's commitment to combine quality products and services with the highest level of integrity in dealing with the public, our members, and our certification process.

Scope

This Policy guides how BCCDA collects, stores, and uses information that is collected by BCCDA or provided to BCCDA whether through our website or by other methods, such as applications, enrolments, registrations, orders, or other means. This policy covers all of BCCDA. This statement does not cover outside websites that are linked to the BCCDA website.

Automatic Collection of Information

If you do nothing during your visit but browse through BCCDA website, read pages, or download information, we will log and store certain information about your visit automatically. This information does not identify you personally only tracks statistical access. BCCDA uses this information to help make our site more useful to visitors, to learn about the number of visitors to our site, and to determine the types of technology our visitors use. We do assign session "cookies" to your computer that allows us to recognize your computer and make your experience more convenient.

Use of Information

If you choose to provide us with personal information, such as your name and address, when placing an order or registering for our programs or for other BCCDA-sponsored activities means, BCCDA may use that information to provide or offer you products or services, for billing purposes, to send information to you, to respond to you, and for other purposes related to the reason you provided the information to BCCDA. For example, if you are a member, BCCDA may use the information you provide us to process your certification application, conference or training information, broadcasts, maintain memberships, send information to you, respond to you, and render services to you.

BCCDA collects information, such as your name, mailing address, e-mail address, telephone number, and member profile information. BCCDA does not store any credit card information on its website. Any merchant information for online payments is collected and processed through a separate secured merchant services company designed with security certificates and members' credit card information storage procedures. This information is therefore not retrievable by BCCDA. BCCDA is only able to verify that payment funds have occurred. BCCDA does not disclose any payment information provided by you. Occasionally members request assistance from BCCDA administrators with online payments and BCCDA will not store any credit card information provided by members to assist them through the payment process. BCCDA will securely destroy any credit card information once the transaction has been completed.

BCCDA is committed to protecting the security of your personal information. We use advanced security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure.

Notification of Changes

If we are going to use your personally identifiable information in a manner different from that stated at the time of collection, we will notify you via e-mail or broadcast depending on the privacy circumstances. You will have a choice as to whether or not we use your information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our website notifying users of the change. In some cases where we post the notice we will also e-mail users who have opted to receive communications from us to notify them of the changes in our privacy practices.

Use of Site Material

The contents of this website are protected against unauthorized use in Canada and other countries by copyright and other intellectual property laws. Unless otherwise noted, BCCDA authorizes you to view and download a single copy of the material on this website solely for your personal, noncommercial use. You must retain all copyright and other proprietary notices contained in the original material on any copy you make of the site material. You may not sell or modify our site material or reproduce, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose. The names, marks, and logos appearing on this website are, unless otherwise noted, trademarks owned by BCCDA. The use of these marks, except as provided in these terms and conditions, is prohibited. If you violate any of these terms, your permission to use the site material automatically terminates and you must immediately destroy any copies you have made of the material. BCCDA reserves all other rights it may have at law or in equity.

User Conduct

You understand and agree not to use the BCCDA website and its on-line Community to:

- Post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation. This prohibition includes but is not limited to a) using the BCCDA Community to send messages to people who you don't know you or who are unlikely to recognize you as a known contact b) Using the BCCDA Community to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) sending messages to distribution lists, newsgroup aliases, or group aliases.

- Upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the BCCDA Community.
- Interfere with or disrupt the BCCDA website or servers or networks connected to the BCCDA website, or disobey and requirements, procedures, policies or regulations of networks connected to the BCCDA website.

Use of Links and Logos

You do not need to request permission to create a text link from your website to the BCCDA website. However, if you would like to use a graphic or logo of BCCDA, you must request permission. Please send all such requests to info@bccda.org. BCCDA reserves the right at its sole and absolute discretion to request the removal of any link.

Liability

BCCDA makes no representations about the accuracy, reliability, completeness, or timeliness of the material on this website or about the results to be obtained from using the website. You use the website and its material at your own risk. Changes are periodically made to the website and may be made at any time.

This website and its material are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, BCCDA hereby expressly disclaims all warranties, including the warranty of merchantability, non-infringement of third-party rights, and the warranty of fitness for particular purpose. In no event shall BCCDA be liable for any damages whatsoever resulting from the use or inability to use material on this website or sites linked to this website, whether based on warranty, contract, tort, or any other legal theory, and whether or not BCCDA is advised of the possibility of such damages.

By using this website, you agree to defend, indemnify, and hold harmless BCCDA, its officers, directors, employees, and agents from and against any and all losses, claims, damages, costs, and expenses (including reasonable legal and accounting fees) that BCCDA may become obligated to pay arising or resulting from your use of the site material or your breach of these terms and conditions.

Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA Canada), all notices of alleged copyright infringement on the BCCDA website or affiliated sites must be sent to the BCCDA's designated contact:

Gregg Taylor, President of BC Career Development Association
728, 510 West Hastings Street, Vancouver, BC V6B 1L8
Phone: +1 (604) 684 3638

To be effective under the DMCA, the notice must be a written communication and must include all of the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other exclusive intellectual property right
- Identification of the work claimed to have been infringed
- Description and location of the material that is claimed to be infringing
- Contact information for the complaining party such as a mailing address, telephone number or e-mail address
- A statement that the complaining party has a good faith belief that use of the material is not authorized by the copyright owner, its agent or by law
- A statement, made under penalty of perjury, that the information is accurate and that the complaining party is authorized to act on behalf of the copyright owner

User Name and Password

If you register for a user name and password, BCCDA will transmit that information to the companies that administer the BCCDA website, if any, in order for you to access the site.

Opt Out of e-Mailing Lists

To be removed from the BCCDA Newsletter or Broadcast emailing list, please login into your profile and select "No" to the Option to receive emails from any other members. You can also contact BCCDA via email: info@bccda.org for assistance.

Review and Correction of Your Personal Information

You can review and/or correct the personal profile you have provided to BCCDA as part of your registration process by one of the following methods:

- Log on to the BCCDA website and go to your BCCDA profile and update your profile.
- Telephone: +1 (604) 684 3638; please ask for the membership department and for your protection, please have ready your BCCDA ID information.

Send your request by mail to:

BCCDA

728, 510 West Hastings Street, Vancouver, BC V6B 1L8

Attention: Membership Department

Outside Links

As a convenience to our users, BCCDA's website contains links to sites or services created and maintained by other organizations. Please note that BCCDA does not control, and is not responsible for, the accuracy, timeliness, security, or even the continued availability or existence of this outside information. Opinions expressed on other sites are not necessarily those of BCCDA, nor does BCCDA endorse, warrant, or guarantee products or services described or offered on other sites. BCCDA is not responsible for the contents of any websites that choose to link to BCCDA's website. Other companies linked to BCCDA's website may collect information about you when you view or click on their sites. BCCDA cannot control this collection of information. You should contact these companies directly if you have any questions about their use of the information they collect.

Access from outside Canada

This site is controlled by BCCDA from its office in Vancouver, BC Canada. BCCDA does not claim that the materials on this website are appropriate or may be used outside of Canada. Access to the website's materials may not be legal by certain persons or in certain countries. If you access the website from outside Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside.

General

The terms and conditions of this agreement are governed by the substantive laws of the Province of BC, Canada, without respect to its conflict of laws principles. Any action or proceeding arising from or relating to the use of this website shall be brought and maintained only in a provincial or federal court in Vancouver, BC, CANADA, and you consent to the personal jurisdiction of these courts. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. No waiver of any of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere in our website, these terms and conditions constitute the entire agreement between you and BCCDA; with respect to the use of the website. Any changes to these terms and conditions must be made in writing, signed by an authorized representative of BCCDA.