

Website Policy

The Yukon Association of Education Professionals website is designed to provide information about our organization and the services we offer to our members. By using this website, you agree to comply with the terms and conditions outlined in this section.

This policy clarifies the YAEP website governance structure, as well as its intended use.

Terms of Use

The YAEP website, which includes <https://www.yaep.ca/> (the "Website" or "YAEP Website"), is provided for the use and benefit of YAEP members, employees, staff and officers.

The content of this website is for informational purposes only and should not be considered legal or professional advice. The Yukon Association of Education Professionals does not guarantee the accuracy, completeness, or timeliness of the information provided on this website. We reserve the right to modify or update the content of this website at any time without prior notice.

1. Intellectual Property

All content available on the YAEP website, including text, graphics, logos, images, videos, and other materials (the "Content"), is the property of the Yukon Association of Education Professionals or its content providers and is protected by Canadian and international copyright laws.

- a. Copyright: You may view, download, or print Content from the website for personal, non-commercial use only, provided that you retain all copyright and proprietary notices contained in the Content.
- b. Trademarks: The YAEP name and logo are trademarks of the Yukon Association of Education Professionals. You may not use, reproduce, or display these trademarks without prior written consent from YAEP.
- c. Other Restrictions: You may not copy, modify, distribute, republish, or display any part of the Content for commercial purposes without prior written permission from YAEP.

2. Use of the Website

You may use the website and its contents for lawful purposes only and in accordance with these Terms of Use. You agree not to:

- a. Use the website in any manner that violates any applicable local, provincial, or federal law or regulation.
- b. Engage in any activity that could damage, disable, or overburden the functionality of the website, such as transmitting viruses, malware, or any harmful code.
- c. Interfere with or disrupt the security or integrity of the website or any services provided on the website.

- d. Attempt to gain unauthorized access to any part of the website, server, or database associated with the website.

3. Content Management and Authority

The Office Manager is the primary editor and contributor of the content of the Website, and YAEP retains sole authority and ownership with respect to the Website and its contents. Revisions to Website content, creation of new pages, addition or removal of content editors and contributors, or any other content-related changes must be authorized by the YAEP President.

4. User Contributions

The YAEP website may allow you to submit content, including but not limited to comments, feedback, forum posts, or other communications (collectively, "User Contributions"). By submitting any User Contributions, you grant YAEP a worldwide, royalty-free, irrevocable, and transferable license to use, display, modify, and distribute the User Contributions for any purpose related to YAEP's activities, including promotion, advocacy, and education.

You agree that your User Contributions will not:

- a. Violate the intellectual property rights of others.
- b. Be unlawful, defamatory, abusive, obscene, or otherwise harmful or offensive.
- c. Contain harmful or malicious code, such as viruses or malware.
- d. Be used for commercial solicitation or spamming.

YAEP reserves the right to remove any User Contributions that violate these Terms of Use or are deemed inappropriate by YAEP in its sole discretion.

5. Content Contributions and Secondary Websites

YAEP members, employees, staff or officers interested in contributing content to the YAEP Website can contact the YAEP President and the Public Relations Chair. YAEP members, employees, staff or officers interested in creating a secondary website for YAEP and/or for use by YAEP members, employees, staff or officers, must be authorized to do so and must first consult with Executive Committee to present a business case and needs assessment. The business case must outline why a secondary site is needed how it will integrate with the YAEP Website, and how the site will be resourced, maintained and managed. In any event, in order for a secondary site to be authorized, all necessary steps must be taken so that YAEP has ownership of the secondary site, including content, custom code and intellectual property, unfettered administrative rights and control of the username/email that has the authority over access to the secondary website. Passwords of any YAEP account editing must be shared and also held by the Office Manager.

6. Third-Party Links

The YAEP website may contain links to third-party websites or resources. These links are provided for your convenience, and we do not endorse or control the content of these external sites. You acknowledge and agree that YAEP is not responsible for the availability or content of any linked third-party websites, and you access these sites at your own risk.

7. Disclaimers and Limitation of Liability

- a. No Warranty: The YAEP website and its contents are provided "as is" and without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- b. Accuracy: While we strive to provide accurate and up-to-date information, YAEP makes no representations or warranties about the accuracy, completeness, or reliability of the information on the website. YAEP assumes no responsibility for any errors or omissions in the content.
- c. Limitation of Liability: To the fullest extent permitted by applicable law, YAEP shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use or inability to use the website, even if YAEP has been advised of the possibility of such damages.

8. Non-compliance and Consequences

Non-compliance with this Website Policy may result in deletion of accounts, corrective action, termination of employment, removal from office or elected position, and/or discipline up to and including expulsion from the YAEP.

9. Legal Compliance

Nothing in this Website Policy should be interpreted in a manner that is inconsistent with the YAEP's legal obligations, including its obligations under collective agreements and the terms of employment applicable to non-unionized staff.

10. Indemnification

You agree to indemnify, defend, and hold harmless the Yukon Association of Education Professionals, its officers, directors, staffs, affiliates, and agents from any claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising from your use of the website, any violation of these Terms of Use, or any infringement of third-party rights.

Privacy and YAEP Website

The Yukon Association of Education Professionals (YAEP) respects your privacy and is committed to protecting the personal information you share with us when you visit our website. This Privacy Policy explains how we collect, use, and safeguard your personal data in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and other applicable laws in Canada, including privacy regulations in the Yukon Territory.

By accessing or using our website, you agree to the practices described in this policy.

1. YAEP Collects Personal Information

We collect both personal and non-personal information when you visit our website.

- a. Personal Information: When you interact with our website, such as registering for events, signing up for newsletters, or becoming a member, we may collect personal information including but not limited to:

- Name
 - Email address
 - Location
 - Teaching position and school
- b. Non-Personal Information: We also gather non-identifiable data to help improve our website's functionality and to better understand how our site is being used. This may include:
- IP address
 - Browser type
 - Device type
 - Pages visited and time spent on those pages

2. How We Use Your Information

We use your information for the following purposes:

- a. To provide services to our members, including updates on educational resources, professional development opportunities, and association activities.
- b. To communicate with you regarding upcoming events, elections, and other relevant association matters.
- c. To process membership applications and event registrations.
- d. To improve the content, navigation, and user experience of our website.
- e. To comply with applicable laws and regulations and protect our legal rights.

3. How We Protect Your Information

YAEP is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to manage the membership portal. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall. They are obligated to take steps to protect your data and notify is in the event of any breach.

Wix.com is based in Israel, and its data is stored in various locations, including USA, Ireland, South Korea, Taiwan, and Israel. In accordance with their privacy policy, we acknowledge the potential for foreign governments or agencies in these countries to access information stored there, subject to the laws in place in those countries.

Wix.com retains your information for a period of time consistent with their privacy policies. For more details. You can refer to Wix's privacy policy [here](#).

However, please note that while we strive to protect your personal information, no data transmission over the internet is 100% secure. Therefore, we cannot guarantee the absolute security of information transmitted via our website.

4. Sharing Your Information

We will not sell, lease, or rent your personal information to third parties. However, we may share your data in the following circumstances:

- a. **Service Providers:** We may engage third-party service providers to assist us with website management, event registration, email campaigns, or payment processing. These service providers are contractually obligated to handle your information with care and only for the purposes for which it was provided.
- b. **Legal Requirements:** We may disclose your personal information if required by law, such as in response to a court order, legal process, or government investigation.
- c. **Affiliated Organizations:** We may share information with organizations affiliated with YAEP for purposes related to professional development, advocacy, or association activities, as long as they comply with privacy laws.

5. Cookies and Tracking Technologies

Our website uses cookies and similar tracking technologies to enhance your user experience. Cookies are small files that are stored on your device when you visit our site. They help us:

- a. Recognize you on future visits
- b. Understand how you interact with our website
- c. Analyze trends and improve the user experience

You can adjust your browser settings to disable cookies, but please be aware that this may limit the functionality of some areas of the site.

6. Your Rights and Choices

Under Canadian privacy laws, including PIPEDA, you have the right to:

- a. Access the personal information we hold about you.
- b. Request corrections to your personal information if it is inaccurate or incomplete.
- c. Withdraw your consent for the use of your personal information at any time, subject to legal or contractual restrictions.

To exercise these rights, or if you have any concerns regarding our privacy practices, please contact us using the information below.

7. Links to External Websites

Our website may contain links to third-party websites that are not operated by the Yukon Association of Education Professionals. These links are provided for your convenience, and we encourage you to review the privacy policies of any third-party sites you visit. We are not responsible for the content or privacy practices of these external websites.

8. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Any changes will be reflected on this page with an updated "Last Revised" date. We encourage you to periodically review this policy to stay informed about how we are protecting your personal information.

9. Contact Us

If you have any questions or concerns about this Privacy Policy or wish to exercise your rights regarding your personal information, please contact us:

Yukon Association of Education Professionals (YAEP)

151 Black St Whitehorse Yukon Territory Canada Y1A 0X3

Phone: +1 (867) 668 6777

Email: admin@yaep.ca

Website: www.yaep.ca

Related policy: YAEP Privacy Policy