



# **Our Munchkin Childcare & STEM Preschool - Terms of Use**

Last updated: July 8th, 2024

Welcome to Our Munchkin Childcare & STEM Preschool website at [www.ourmunchkin.com](http://www.ourmunchkin.com) (the "Site"). The Site is provided as a service to our customers. Please review the following terms and conditions of use, which govern your use of the Site (the "Agreement"). Your use of the Site constitutes your agreement to follow and be bound by the Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. For this reason, we encourage you to review the Agreement whenever you use any of the Site. If you do not agree to these terms, please do not use the Site.

## **Right to Change Site**

We reserve the right, at any time in our sole discretion, to: modify, suspend, or discontinue the Site or any service, content, feature, or product offered through the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, or any service, content, feature, or product offered through the Site.

## **Site Contents**

Unless otherwise noted, the Sites, and all materials on the Sites, including text, images, illustrations, designs, icons, photographs, video clips, and other materials, and the copyrights, trademarks, trade dress, and/or other intellectual property in such materials (collectively, the "Contents"), are owned, controlled or licensed by Our Munchkin Childcare & STEM Preschool are the trademarks of Our Munchkin Childcare & STEM Preschool and/or its subsidiaries. The Sites and the Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Sites for your personal use only. No right, title or interest in any downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or exploit in any way any of the Contents or the Sites. Unless otherwise specified, the Sites and the Contents are intended to promote Our Munchkin Childcare & STEM Preschool's products and services available in Canada. The Sites are controlled and operated by Our Munchkin Childcare & STEM Preschool from its offices in London, Ontario, Canada.

## **User Content, Feedback, and Other Submissions**

Our Munchkin Childcare & STEM Preschool is pleased to hear from users and welcomes your comments regarding our products and services. Our Munchkin Childcare & STEM Preschool's



longstanding company policy does not allow us to accept or consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Our Munchkin Childcare & STEM Preschool's employees and agents might seem similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that Our Munchkin Childcare & STEM Preschool may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to Our Munchkin Childcare & STEM Preschool is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Our Munchkin Childcare & STEM Preschool has the right but not the obligation to monitor and edit or remove any Comments. You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary right. You further agree that your Comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Sites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead Our Munchkin Childcare & STEM Preschool or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. Our Munchkin Childcare & STEM Preschool takes no responsibility and assumes no liability for any Comments posted by you or any third party.

## **Personal Information Submitted Through the Sites**

Your submission of personal information through the Sites is governed by our privacy policy, which can be reached by clicking on the "Privacy Policy" link located in the footer section of the Sites (the "Privacy Policy"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

## **Errors, Inaccuracies, and Omissions**

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to service or product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice.

## **Links to Other Web Sites and Services**

The Sites may contain links to other websites that are not under the control of Our Munchkin Childcare & STEM Preschool. Our Munchkin Childcare & STEM Preschool and its affiliates and



subsidiaries have no responsibility for the linked Web sites nor does linking constitute an endorsement of any linked website. Links are provided solely for the convenience and information of the Site's users.

## **Disclaimer**

The materials on the Sites are provided "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Our Munchkin Childcare & STEM Preschool expressly disclaims any duty to update or revise the materials on the Sites, although Our Munchkin Childcare & STEM Preschool may modify the materials at any time without notice. Your use of the Sites is at your sole risk, and you assume full responsibility for any costs associated with your use of the Sites. Our Munchkin Childcare & STEM Preschool shall not be liable for any damages of any kind related to your use of the Sites.

## **Indemnification**

You agree to defend, indemnify, and hold Our Munchkin Childcare & STEM Preschool, its affiliates, subsidiaries, and agents harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Sites and/or your breach of any representation, warranty, or other provision of the Agreement.

## **Dispute Resolution**

Mindful of the high cost of litigation, not only in dollars but also in time and energy, both you and Our Munchkin Childcare & STEM Preschool agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent (1) to Our Munchkin Childcare & STEM Preschool at Our Munchkin Childcare & STEM Preschool, 456 Southdale Rd E, London Ontario N6E 1A3 (2) to you at your last-used billing address or the billing and/or shipping address in your online profile. Both you and Our Munchkin Childcare & STEM Preschool agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any litigation or filing any claim against the other party.

## **Choice of Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario Canada, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the provincial and/or federal courts of Ontario or Canada. The waiver of any provision of the Agreement shall not be considered a waiver of any



other provision or of Our Munchkin Childcare & STEM Preschool's right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.

## Termination

These terms are effective unless and until terminated by either you or Our Munchkin Childcare & STEM Preschool. You may terminate this Agreement at any time. Our Munchkin Childcare & STEM Preschool also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment, you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

## Our Munchkin Childcare & STEM Preschool - Privacy Policy

### Our Commitment to Your Privacy

We are committed to protecting Your personal information. This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use Our Website or otherwise use Our Services and tells You about Your privacy rights and how the law protects You. By using Our Website or Our Services, You agree to the collection and use of information in accordance with this Privacy Policy.

### Interpretation and Definitions

#### Interpretation

Capitalized terms have the meanings provided below, regardless of whether such terms appear in the singular or in the plural form.

#### Definitions

In this Privacy Policy:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Privacy Policy) refers to Our Munchkin Childcare & STEM Preschool with its office located at 456 Southdale Rd E, London, Ontario N6E 1A3.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Device** means any device that can access Our Website or run Our mobile app, such as a computer, a cellphone or a digital tablet.



- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Services** refers to Our provision of childcare services for You and Your child.
- **Service Provider** means any natural or legal person who processes data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate our administration or Services, to provide Services on Our behalf, to perform services related to the Services or to assist Us in analyzing how Services are used.
- **Usage Data** refers to data collected automatically, either generated by Your use of Our Website or from the Website infrastructure itself (for example, the duration of a page visit).
- **Website** refers to the website for Our Munchkin Childcare & STEM Preschool accessible from <https://www.ourmunchkin.com>
- **You and Your** refers to the family (parents and children) using our Services.

## Collecting and Using Your Personal Data

### Types of Data Collected

#### Personal Data

When applying or enrolling to use Our Services, and during Your use of Our Services, We may ask You to provide Us with certain personally identifiable information for You and your family that can be used to contact or identify You or your family members. Personally identifiable information may include, but is not limited to:

- The names and contact details for the parents and children using or intending to use Our Services
- Dates of birth and gender for the children using or intending to use Our Services
- The medical needs, allergy plans or special needs, if applicable, for children using or intending to use Our Services
- Current and previous names, gender, date of birth, social insurance numbers, personal health numbers, marital and family status, nationality, citizenship, passport information, work permit information, veteran, minority, and disability status, and home and emergency contact information.
- Information on medical conditions, immunization history, allergies and medications
- Job application and background check information (e.g., resumes, references, and academic, criminal, credit, and work history).
- Professional affiliations, status, and membership information.
- Driving records and driver's license information.
- Benefits and pension enrollment and maintenance information, including spouse and dependent names, addresses, and birthdates.
- Tax and banking information.
- Compensation information.
- Performance behaviors and appraisals.
- Internet or other electronic network activity.
- Geolocation information.



- Medical information relating to fitness for work, leaves of absences, disability benefit eligibility, and accommodation needs.
- Results of drug, alcohol, or other substance testing.
- Information collected through corporate security and workplace video surveillance systems.
- Information collected through corporate electronic devices (such as laptops/mobile devices), audiovisual devices, network, and information technology systems.
- Any other staff personal information necessary for purposes of managing the employment relationship.
- Financial information (e.g., banking information on personal cheques, direct deposit applications or pre-authorized debit applications, Credit card or other payment details) from members/clients.

If you provide information about someone other than yourself, We will assume that you have the individual's consent or are otherwise authorized to do so.

### **Type of Data Collected – Usage Data**

Usage Data is collected automatically when using Our Website.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of Our Website that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access Our Website by or through a mobile device or app, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device's unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit Our Website or when You access the Service by or through a mobile device.

In addition to the service delivery use mentioned in previous sections, we may use your personal information in the following ways:

- To communicate with you and to send you information by email, postal mail, telephone, text message, or other means about our products, services, contests, and promotions, unless you have directed us not to contact you with promotional communications.
- To help us address problems with and improve our website design, products and services.
- To protect the security or integrity of our website and our business.
- To contact you if necessary.

You always have the choice not to receive marketing information or calls. For instructions on opting out, please contact us.



## **Your Consent**

When you opt-in (“Agree”) to receive communication from the company, you agree to receive company news, newsletters, updates and promotions regarding the company’s products and services. These communications may come in the form of emails, confirmation emails, e-newsletters, social media, SMS (text-messages) and phone calls. You can withdraw your consent at any time.

## **Withdrawing Consent**

You can withdraw your consent at any time by clicking the “unsubscribe” links (at the bottom of emails you receive from us), contacting us by phone, or by making a request in person.

## **What communication will I receive from Our Munchkin Childcare & STEM Preschool?**

OurMunchkin.com, Our Munchkin Childcare & STEM Preschool may send you periodic emails or e-newsletters containing information we feel is valuable to you. This information includes press releases, information about new centre openings, career opportunities, etc. You may automatically unsubscribe online.

## **Factual information regarding your account and enrollments**

While you may opt out of receiving promotional messages from the company, you will continue to receive notifications consisting of factual information about your account and enrollments.

## **What about third-party advertisers and links to other websites?**

Our site includes third-party advertising and links to other websites. We do not provide any personally identifiable customer information to these advertisers or third-party websites.

## **How does Our Munchkin Childcare & STEM Preschool protect childrens' privacy online?**

Our Munchkin Childcare & STEM Preschool is concerned about the privacy and safety of children when they access our services or use the Internet.

We will never knowingly request personal information online from anyone under the age of 16 without prior verifiable parental consent.

Our websites are general audience sites and are not targeted to or intended for use by children.

## **How does Our Munchkin Childcare & STEM Preschool use cookies?**

Our Munchkin Childcare & STEM Preschool websites use “cookies,” which enable you to use certain website features, store your preferences, recognize you when you return to our website and monitor and maintain information about your use of our websites.

You can set your browser not to accept cookies or to notify you when you are sent a cookie, giving you the opportunity to decide whether or not to accept it.





If you do not accept cookies, however, your website preferences will not be remembered when you return to the website.

## **How do I know my personal information is secure?**

Our Munchkin Childcare & STEM Preschool has procedures and policies in place and make all reasonable efforts to ensure that personal information, in both paper and electronic format are protected against the risk of loss, theft, unauthorized access, disclosure, copying, modification or destruction.

When you enter your personal information on our systems, we use encryption to protect your information as it is transmitted to us and while your data is stored with us.

To make sure you are accessing our secure server before you submit any possible personal financial information, look at the lower left-hand corner of your browser. If you see an unbroken key or a closed lock (depending upon your browser), then SSL is active.

To double-check for security, look at the URL or Location line of your browser. If you have accessed a secure server, the first characters of the address in that line should change from "http" to "https."

## **What is "phishing"?**

"Phishing" is a scam designed to steal your personal information. If you receive an email that looks like it is from us asking you for your personal information, do not respond. We will never request your password, username, credit card information or other personal information through email.

## **What about links to other websites?**

For your convenience and information, our websites may contain links to other sites and services, which may have privacy policies that differ from our own. We are not responsible for the content or practices of any linked site. We recommend that you review the privacy policy of any site that you access through our sites.

## **Why do we collect personal information?**

We collect personal information to assist us with screening staff members and facilitates a safe, nurturing and supportive learning environment at our centers. In addition to the terms set out in our staff privacy policy, we collect personal information as part of our service provision to ensure:

- Safety of children and adults accessing our services.
- Parents/carers or emergency contacts can be reached as needed.
- Issue reminders and important updates through our e-mail and apps.
- The most suitable response to any healthcare situation that may occur.





- Collecting fees, issuing vouchers and/or submitting government remittances.
- We also collect personal information to establish business relationships, as part of a contractually obligated service/product and attending events.

The collection of personal information is also a requirement of the Child Care & Early Years Act, as enforced by the Ministry of Education and as required by the local Public Health Unit.

## Tracking Technologies and Cookies

We also use Cookies and similar tracking technologies to track the activity on Our Website and to store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Website. The technologies We use may include:

- **Cookies or Browser Cookies:** A cookie is a small text file that a website places on your computer that allows the website server to gather your browsing activities and non-identifying demographic information such as Your Device, information about your web browser and time zone. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of Our Website. For more information about cookies, and how to disable cookies visit:
  - <http://www.allaboutcookies.org>.
- **Google Analytics:** We may use Google Analytics and other analytics vendors to help analyze how visitors use Our Website, such as volume, traffic patterns, and related Website information, but these statistics will include no personally identifiable information. You can opt-out of Google Analytics here:
  - <https://tools.google.com/dlpage/gaoptout>.
- **Web Beacons:** Certain sections of Our Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related Website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

## Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **Administration:** to assist Us with administering Our business and Services, including for purposes of providing health services, understanding Your needs, or providing or improving our facilities and programs.
- **Business Operations:** to establish, administer and manage our relationships with You, procure insurance, file insurance claims, or otherwise comply with Our insurance obligations, provide insights into our admission activities, support our development efforts, assist us in creating new Services that may serve You better, or respond to requests for information or Services.
- **Communication:** to contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notification



system, regarding updates or informative communications related to the Services We offer.

- **Client Relations:** to respond to Your requests or inquiries.
- **Business Transition:** to evaluate or conduct due diligence in regards to a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Services and clients is among the assets transferred.
- **Other Purposes:** to perform data analysis, identify usage trends, determine the effectiveness of our promotional campaigns and evaluate and improve our Services, marketing and Your experience.

We may share Your Personal Data in the following situations:

- **With Our Service Providers:** We may share personal information with Our Service Providers to monitor and analyze the use of our Website or Services.
- **For business transfers:** We may share or transfer personal information in connection with, or during negotiations of, any amalgamation, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With Affiliates:** We may share Your Personal Data with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With business partners:** We may share personal information with Our business partners to offer You with better Services or promotions.
- **With other clients:** We may share certain details of Your personal information, such as Your name or contact details, to introduce You to other clients or to build a stronger sense of community, friendship and relationships among the children and families using Our Services.
- **With Your consent:** We may also disclose Your Personal Data for any other purpose with Your prior express consent.

## Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Website, or We are legally obligated to retain this data for longer time periods.



## **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's head office and/or at our various daycare center locations and in any other places where the parties involved in the processing may be located. We will not sell, rent, or lend Your Personal Data that we collect, although we may share it with individuals and organizations we retain to assist us in providing our services and administering our operations, such as providers of information technology services. Some of our service providers may be located outside Canada and personal information transferred to those service providers may be subject to legal process or access under foreign law or by a foreign government or agency.

This means that it is possible Your information may be transferred to — and maintained on — computers located outside of Canada where the data protection laws may differ than those in Canada. Your use of Our Services and Your submission of such information to us represents Your agreement to such a potential transfer.

The Company will take all steps reasonably necessary to ensure that Your information is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization outside Canada unless there are commercially acceptable security and controls in place.

## **Disclosure of Your Personal Data**

### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred to the resulting or purchasing entity. We will make reasonable efforts to provide You with notice before Your Personal Data is transferred if we believe such transfer may result in Your Personal Data becoming subject to a different Privacy Policy.

### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

## **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- comply with a legal obligation
- protect and defend the rights or property of the Company
- prevent or investigate possible wrongdoing in connection with the Services We provide
- protect the personal safety of Our clients, employees or the public protect against legal liability



## **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

## **Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the “Last updated” date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

## **Contact Us**

If you have any questions about this Privacy Policy, You can contact us by visiting this page on our website: <https://www.ourmunchkin.com/contact>

## **Data Protection Officer**

Your privacy is of utmost importance to us. In order to serve you better, we have appointed a Data Protection Officer (DPO) to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the DPO by email, at [ourmunchkinchildcare@gmail.com](mailto:ourmunchkinchildcare@gmail.com).