

**SPEED SKATING CANADA
DATABASE USER AGREEMENT**

Preamble

- a. Speed Skating Canada has created a membership management database known as IceReg (hereinafter the “Database”) which includes personal information, contact information and other information;
- b. I, the undersigned, have been designated as the Representative (“the Representative”) on behalf of my designated PTSO or Club and have been granted access to the Database;
- c. **NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained, the Representative hereby agrees as follows:

Responsibilities of the Representative

1. The Representative will:
 - a) Adhere to the rules and procedures applicable to the use of the Database, which include those outlined in this Agreement as well as in Speed Skating Canada policies
 - b) Read and adhere to all relevant Speed Skating Canada policies.
 - c) Maintain and keep private any username or password provided to the Representative for access to the Database
 - d) Not misuse the Database

Accounts, Password and Security

2. The Representative understands that the Representative:
 - a) Is responsible for protecting the secrecy of the Representative’s password;
 - b) Will make all reasonable efforts to ensure that no unauthorized access is obtained to the Database through the Representative’s password; and
 - c) Will be solely responsible for activities conducted through the Representative’s password whether authorized or not.
3. The Representative agrees not to share access to the Database with any other person or organization.
4. The Representative will immediately notify Speed Skating Canada of any unauthorized use of the Representative’s password or account or any other breach of the security of the Database.

Conduct

5. The Representative may not use the Database:
 - a) For purposes of fraud or for any activity that contravenes the laws of Canada or any other applicable jurisdiction
 - b) To engage in activities that cause or are likely to cause disruption or denial of service to any user of the Database
 - c) To impersonate any other person or organization.
 - d) To upload or otherwise transmit:
 - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive of another’s privacy or otherwise objectionable
 - ii. Material which is designed to cause annoyance, inconvenience, or needless anxiety to others
 - iii. Infringes the patent, trademark, trade secret, copyright or other proprietary right of any other party
 - iv. Any material that contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or telecommunications equipment

Disclaimer of Warranties

6. The Representative expressly understands and agrees that:
 - a) The Representative’s use of the Database is at the Representative’s sole risk. The Database is provided on an “as is” basis. Speed Skating Canada expressly hereby disclaims all warranties of any kind, whether express or implied, by statute or otherwise
 - b) Any material downloaded, printed or otherwise obtained through the use of the Database is done at the Representative’s sole discretion and risk and the Representative will be solely responsible for any damage to the Representative’s computer system or loss of data that results from the downloading, printing, or use of any such material

- c) The Representative will not use any automated device or process, such as a "bot" or a "spider," to copy or extract information or content from the Database

Modification of Services

7. Speed Skating Canada reserves the right to modify, suspend or discontinue the Database, or any portion thereof, with or without notice to the Representative. Speed Skating Canada will not be liable to the Representative or any third party should it exercise its right to modify, suspend or discontinue services.

Ownership of Information

8. Any and all data uploaded or posted to the Database, including Confidential Information, files, documents, athlete information and performance results, coach opinions, forms, scouting reports and any other information, will be owned solely by the Speed Skating Canada.
9. This Agreement will not be construed as creating, conveying, transferring, granting or conferring upon the Club, or the PTSO or Representative any rights, license or authority in or to the information exchanged. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

Confidentiality

10. Confidential Information can be described as and includes:
 - a) Program information;
 - b) Registration information and contact information; and
 - c) Personal Information.
11. The Recipient will:
 - a) Keep in strictest confidence, at all times, all Confidential Information.
 - b) Not publish, communicate, divulge or disclose to any unauthorized third party or parties, on a world-wide basis, any Confidential Information, without the prior written consent of Speed Skating Canada.
 - c) Not allow other third parties access to the Confidential Information.
 - d) Comply with the requirements of the *Personal Information Protection and Electronic Documents Act* and applicable Provincial/Territorial privacy legislation and Canadian Anti-spam Legislation.
 - e) Not use the Confidential Information for personal advantage or private speculation.
 - f) Limit disclosure of Confidential Information within its own organization to individuals having a need to know.
12. Upon written request by Speed Skating Canada, the Recipient shall promptly return all materials and documents containing Confidential Information and shall ensure that any and all materials and documents prepared in conjunction with or as a result of any Confidential Information shall be destroyed and that the Recipient shall provide Speed Skating Canada with written confirmation of same.
13. When in doubt as to whether certain information is confidential, the Recipient will seek approval from Speed Skating Canada before disclosing it to anyone or any third party on a world-wide basis.
14. The Recipient will immediately notify Speed Skating Canada upon any actual, threatened or suspected breach or compromise of any Confidential Information.

Protection of Personal Information

15. The Representative acknowledges that he or she is governed by applicable Provincial/Territorial privacy legislation, the *Personal Information Protection and Electronic Documents Act* (PIPEDA), Canadian Anti-Spam Laws and the Speed Skating Canada's *Privacy Policy*.
16. The Representative will not use Personal Information for marketing or solicitation; or disclose Personal Information to any third party unless in accordance with PIPEDA, Anti-Span Laws and the Speed Skating Canada's *Privacy Policy*. Any breach of this paragraph is grounds for immediate termination of this Agreement.

Indemnity

- The Representative will indemnify and hold harmless Speed Skating Canada and its directors, officers, consultants, agents and employees, and all other Representatives (collectively the "Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons

(collectively the “Losses”) and will defend, indemnify and hold harmless the Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, reasonable legal fees and disbursements) of or by anyone whatsoever (collectively the “Damages”), resulting from, or arising out of, directly or indirectly:

- Any negligent act or omission or wilful misconduct of the Representative or any other persons for whom in law the Representative is responsible who are acting under the Representative’s direction or supervision
- Any breach of PIPEDA, Anti-Spam Laws, term, obligation, requirement, covenant or condition of this Agreement on the part of the Representative
- Any unauthorized use or misuse of the Database
- Any breach of any terms of this Agreement or the infringement by the Representative or any other person using the Representative’s account or password, of any intellectual property or other right of any person or body

Term and Termination

17. The provisions of this Agreement will survive indefinitely on a world-wide basis.

18. This Agreement may be terminated:

- a) By either Party upon thirty (30) days written notice
- b) By Speed Skating Canada immediately for a breach of the Agreement and/or the Speed Skating Canada’s policies.

Assignment

19. The Representative will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement.

Interpretation

20. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

General

21. The Representative has sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

22. This Agreement constitutes the sole and entire agreement and supersedes any previous agreements, understandings and arrangements.

23. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

24. The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

25. The Recipient acknowledges that he/she has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.

Dated at _____ this _____ day of _____, 20_____

Print Recipient’s Name _____

Recipient’s Signature _____

Witness _____