

Website Terms

CALGARY ARTS SUMMER SCHOOL ASSOCIATION, operating as Cassa Musical Arts, or Cassa

WEBSITE TERMS AND CONDITIONS

Acceptance of this Agreement

This is an Agreement between you and Cassa, and governs your use of the Cassa website and its content (collectively the "Site"). Each time you use the Site you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent.

Information on this Site is provided without warranty, guarantee, or responsibility of any kind, either expressed or implied. Although we make every effort to ensure that all information is accurate and complete we cannot guarantee its integrity, or that the information is current or accurate.

By your opening of an account or by using the registration features on the Site, you consent to the collection, use and disclosure of personal information as outlined in, and subject to the terms of our Privacy Policy.

Cassa does not automatically gather any personal information from you, such as your name, phone number, email address during visit to this Site. This information is only obtained if you supply it voluntarily, usually through registering for programs or by contacting us via email.

This Site will occasionally make use of "cookies" (specifically for statistical data collection by Google Analytics to help us improve our website for you) you may disable "cookies" on your computer, however that may affect your ability to access this Site.

Cassa may make Site visitor statistics available for others from time to time but such shall not include personal information.

The choice is yours, if you prefer not to use the Internet to provide feedback, which might contain personal information to us, you may contact Cassa by mail, or telephone.

External Links

Links from this Site to other sites are presented as a convenience to users. Cassa does not accept any responsibility for the content, accuracy, reliability, or currency found on these external sites. In addition, different privacy and reproduction policies may apply. Users wishing to rely upon information contained on the external links should consult directly with the source of the information.

The linking to this Site from an outside organization does not imply on the part of the Cassa any endorsement or guarantee of any of the organizations or information (including the right to display such information) found on their respective web sites.

No Framing, Mirroring, Scraping, Data-Mining and Postings

You may not provide a link (including a framed link) to the Site or any of its content from any other site, whether or not to create the impression that we are associated with or have approved such other site. If we provide prior written consent for any such linking, you must acknowledge the source (a clearly-visible adjacent link to this Site is sufficient attribution).

Apart from this, you may not reproduce or store any part of this Site without our prior consent. To request permission or consent, please contact [Cassa](#).

Copyright/Permission to Reproduce

Materials on this website were produced and/or compiled by Cassa for the purpose of providing direct access to information about Cassa. Cassa is the copyright owner of the information unless otherwise stated.

Information on the Site is available for personal use and may be reproduced, in part or in whole and by any means without change or further permission from Cassa **for**

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Commercial Reproduction

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Liability and Indemnity

In no event will Cassa, its affiliates, agents, licensors, suppliers, or their respective directors or employees be liable for any special, indirect, incidental, punitive, exemplary, aggravated, economic or consequential damages, howsoever caused, including but not limited to: damages for loss of use, lost profits or lost savings, even if Cassa or any of its lawful agents or employees have been advised of the possibility of such damages or claim.

In no event will Cassa, its affiliates, agents, licensors, suppliers, or their respective directors or employees, be liable for damages or losses resulting from: viruses, data corruption, failed messages, transmission errors or problems; telecommunications service providers; links to third-party web sites; the internet backbone; personal injury; third-party content, products or website; damages or losses caused by you, or your respective employees, agents or subcontractors; loss of use or lack of availability of facilities including computer resources, routers and stored data; the use or inability to use this web site or the content; any other web site accessed to or from this web site; or events beyond the reasonable control of dapple, even if Cassa or any of its lawful agents, or employees have been advised of the possibility of such damages or claim.

In no case will Cassa, its affiliates', agents', licensors', suppliers', and their respective directors' and employees' cumulative total liability arising under any cause whatsoever (including without limitation breach of contract, tort, negligence, gross negligence, or otherwise) be for more than the amount, if any, paid by you under this Agreement to access this web site, in the year in which the claim arose.

No Warranties

The Site is provided on an “as is” basis. We do not warrant that the Site, or any features of the Site, will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Site or its services. Where permitted by law, you acknowledge that the Site and its services are provided without any warranties of any kind whatsoever, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that use of the Site is at your own risk.

Modifications

We may modify this Agreement from time to time. Notification of changes in this Agreement will be posted on the Cassa website or sent via electronic mail, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Site. Your continued use of the Site now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.

Governing Law

This Agreement is entered into in Alberta, Canada. You agree that it will be governed by the laws of the Province of Alberta and any disputes arising out of this Agreement will be subject to the courts of the Province of Alberta and the federal courts applicable within the Province. Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against Cassa related to any claim and, where applicable, you also agree to opt out of any class proceedings against Cassa. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Les parties acceptent d'un commun accord que la présente entente soit redigee en anglais.

Assignment

You do not have the right to assign this Agreement or any of your rights hereunder to anyone. Cassa has the right to assign any or all of its rights and duties under this Agreement to any third party. At the election of Cassa, if Cassa's obligations hereunder are assumed by a third party, Cassa shall be relieved of any and all liability under this Agreement.

Termination

If you breach any provision of this Agreement, you may no longer use the Site. Cassa may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Site or any part of it, or your permission to use the Site, without any prior notice or liability to you or any other person. If this Agreement or your permission to use the Site is terminated by you or Cassa for any reason, then: (a) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Site; and (b) Cassa may continue to use and disclose your personal information in accordance with the our Privacy Policy.

Other Matters

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and Cassa, relating to your use of the Site, and supersedes all previous agreements, written, oral or otherwise, between you and Cassa with respect to the use of this Site. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions. The provisions of this Agreement will ensure to the benefit of, and be binding upon each of Cassa and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

Privacy Policy

CALGARY ARTS SUMMER SCHOOL ASSOCIATION, operating as Cassa Musical Arts, or Cassa

Privacy Policy

Cassa operates this Website and offers registration for certain programs. In connection with the operation of this Website, Cassa will be collecting, storing and using personal information in the course of setting up accounts and offering the services. Cassa is committed to safeguarding the personal information entrusted to us by third parties. We manage your personal information in accordance with Alberta's *Personal Information Protection Act* and other applicable laws. This policy outlines the principles and practices we follow in protecting your personal information.

This policy applies to Cassa. The policy also applies to any person providing services on our behalf.

What is personal information?

Personal information means information about an identifiable individual. This includes an individual's name, home address and phone number, age, sex, marital or family status, an identifying number, financial information including credit and credit card information, educational history, etc.

What personal information do we collect?

We collect only the personal information that we need for the purposes of providing our services to our customers and potential customers, and as indicated below, for marketing and demographic information purposes. This includes the personal information needed to:

- open and manage customer accounts and to facilitate contact with customers
- registration for programs and services
- invoice customers for any services
- prevent fraud

- follow up with customers to determine satisfaction with Cassa services
- meet regulatory requirements
- compile aggregated demographic information for marketing and other purposes

We normally collect customer information directly from our customers. We may collect your information from other persons with your consent or as authorized by law.

We inform customers, before or at the time of collecting personal information, of the purposes for which we are collecting the information. The only time we don't provide this notification is when a person volunteers information for an obvious purpose. An example of this is when a potential customer asks us to send them materials on our services, then the information will be used only to contact the individual with those materials.

Consent

We ask for consent to collect, use or disclose personal information, except in specific circumstances where collection, use or disclosure without consent is authorized or required by law. We may assume your consent in cases where you volunteer information for an obvious purpose.

We ask for your express consent for some purposes and may not be able to provide certain services or materials if you are unwilling to provide consent to the collection, use or disclosure of certain personal information. Where express consent is needed, we will normally ask customers to provide their consent orally (in person, by telephone), or in writing by signing a consent form or by checking a box on a form, which may include electronic forms.

In cases that do not involve sensitive personal information, we may rely on "opt-out" consent. You can opt out by checking the appropriate box on our relevant forms or by otherwise communicating to us in writing your desire not to have your information used or stored for a specific purpose or at all. We may disclose your contact information to other organizations that we believe may be of interest to you, unless you request that we do not disclose your information. An example of this is when a person provides us with information, Cassa may use this information to forward marketing information on our services from time to time.

A person may withdraw consent to the use and disclosure of personal information at any time, unless the personal information is necessary for us to fulfill our legal obligations. We will respect your decision, but we may not be able to provide you with certain products and services if we do not have the necessary personal information.

We may collect, use or disclose personal information without consent only as authorized by law. For example, we may not request consent when the collection, use or disclosure is reasonable for an investigation or legal proceeding, to collect a debt owed to Cassa, in an emergency that threatens life, health or safety, or when the personal information is from a public telephone directory.

How do we use and disclose personal information?

We use and disclose personal information only for the purposes for which the information was collected, except as authorized by law. For example, we may disclose customer information to credit bureaus or credit companies to prevent fraud. The law also allows us to use that contact information for the purpose of collecting a debt owed should that be necessary. We occasionally aggregate personal information to study demographic trends and may provide such aggregated information to third parties for marketing or other commercial purposes.

If we wish to use or disclose your personal information for any new business purpose other than the marketing of services or as set out herein, we will ask for your consent.

How do we safeguard personal information?

We make every reasonable effort to ensure that personal information is accurate and complete. We rely on persons who have provided us with information to notify us if there is a change to their personal information that may affect their relationship with Cassa. If you are aware of an error in our information about you, please let us know and we will correct it on request wherever possible. In some cases we may ask for a written request for correction.

We protect personal information in a manner appropriate for the sensitivity of the information. We make every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

We use appropriate security measures when destroying personal information, including shredding paper records and deleting electronic records.

We retain personal information only as long as is reasonable to fulfill the purposes for which the information was collected or for legal or business purposes.

Access to records containing personal information

Customers have the right to access their own personal information in a record that is in our custody or under our control, subject to some exceptions. For example, organizations are required under the *Personal Information Protection Act* to refuse to provide access to information that would reveal personal information about another individual. Organizations are authorized under the Act to refuse access to personal information if disclosure would reveal confidential business information. Access may also be refused if the information is privileged or contained in mediation records.

If we refuse a request in whole or in part, we will provide the reasons for the refusal. In some cases where exceptions to access apply, we may withhold that information and provide you with the remainder of the record.

You may make a request for access to your personal information by writing to:

Attention: President, Cassa Musical Arts
Cassa Musical Arts
10 Mt. Apex Green SE
Calgary, AB T2Z 2V2
president@cassamusicalarts.com

You must provide sufficient information in your request to allow us to identify the information you are seeking.

You may also request information about our use of your personal information and any disclosure of that information to persons outside our organization.

You may also request a correction of an error or omission in your personal information. We will respond to your request within 45 calendar days, unless an extension is granted. We may charge a reasonable fee to provide information, but not to make a

correction. We will advise you of any fees that may apply before beginning to process your request.

Questions and complaints

If you have a question or concern about any collection, use or disclosure of personal information by Cassa, or about a request for access to your own personal information, please contact us at the above address.

If you are not satisfied with the response you receive, you should contact the Information and Privacy Commissioner of Alberta:

[Office of the Information and Privacy Commissioner \(Calgary\)](#)

Suite 2460, 801 6 Avenue SW

Calgary AB, T2P 3W2

Phone: (403) 297-2728

Fax: (403) 297-2711

Toll Free: 1-888-878-4044

Cassa Contact information:

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