

Privacy Policy

Introduction

Employee Benefit Funds Administration Ltd. (herein referred to as “**EBFA**”) is committed to safeguarding your trust by protecting your privacy and personal information. We have prepared this privacy policy to outline how and why we collect your personal information, how we protect that information, and how you can submit an inquiry or file a privacy or personal information related complaint. This privacy policy applies to all personal information that is collected by EBFA, including information you provide to EBFA through our website, www.ebfa.ca (the “**Website**”), including in our online portal for members (the “**Member Portal**”), and information we collect from third parties where you consent or we are permitted by law to do so.

In order to ensure that we meet our commitment to you, we have prepared this privacy policy in compliance with the *Personal Information Protection Act*, commonly known as *PIPA*, and the *Personal Information Protection and Electronic Documents Act*, commonly known as *PIPEDA*.

As a user of the Website and by you voluntarily providing any of the requested information to access and use our Member Portal, you are expressly consenting to the collection and use of your personal information and you are bound by this privacy policy, as may be amended from time. Any amendments to this privacy policy are effective immediately upon being posted and your continued use of the Website or the Member Portal will constitute your agreement to abide by the policy, as modified.

Note that this privacy policy was last updated on January 1, 2022.

Why We Collect and Store Personal Information

In order to effectively manage the pension, health & welfare and education benefits, including the use of the Website and the Member Portal, we require access to your personal information, which may include, but is not limited to, name, email address, residential address, telephone number, Social Insurance Number, employer information, employment history, as may be applicable, and log data, including but not limited to your computer's internet protocol (“IP”) address, your internet service provider, the pages on the Website you visit, and the time and date of your visit to the Website or Member Portal. We will retain such personal information as long as is reasonably necessary.

The personal information you provide may be used by EBFA and shared with EBFA employees and professionals retained by EBFA to assist in the administration of member benefits for the following purposes:

- to update your personal and contact information with EBFA;
- to permit access to Claim History and other information;
- to maintain appropriate business records;
- to provide you with EBFA services, including the proper management and administration of benefits;
- to provide you with EBFA online services, including the Website and the Member Portal;
- to respond to your questions and comments;
- to send you any EBFA communications you have opted-in to receive;
- to conduct marketing and surveys compliant with Canadian anti-spam legislation;
- to tailor your user experience or troubleshoot any problems associated with your use of the Member Portal;
- for security purposes, such as the prevention of potentially prohibited or illegal activities;
- to meet any legal or regulatory requirements;
- to take any action required or permitted by law;
- to enforce Website and Member Portal Terms and Conditions;
- for statistical analysis, including the use of Google Analytics; and
- as otherwise described to you when you provide us with your personal information.

EBFA will not transfer or disclose your information to third parties unless such transfer or disclosure is required to provide you access to EBFA services, including use of the Website and Member Portal. Where EBFA is required to share your personal information in order to provide you with access to such services, we will ensure that any third parties receiving such information are bound by this privacy policy and have safeguards in place to protect your personal information and privacy.

By you providing this personal information to us voluntarily, you expressly consent and otherwise agree to how EBFA shall use and share your information as outlined in this policy, on the Website and Member Portal.

We will also use your personal information to verify your identity when you contact us, as is required by *PIPA* and *PIPEDA*.

EBFA does not sell, rent, or share the information of members to third parties for marketing or commercial purposes, and your personal information will not be accessible by other members using EBFA services, including the Website and Member Portal.

How We Protect Your Information

At EBFA, we strive to protect your personal information from loss, theft, and unauthorized access by taking appropriate technical measures such as the use of secure servers, firewalls, and data encryption. We also work hard to ensure that our employees understand our obligations to you with respect to safeguarding your privacy. Please note that while the security of your personal information is of paramount importance to us, we cannot guarantee absolute security as no method of storing or transmitting electronic data is perfectly secure.

Accessing and Updating Your Personal Information

We rely on you to provide accurate personal information and to notify us of any changes. This helps us ensure that the information we have is as accurate and up to date as possible.

You have a right to access and update your personal information, and can easily do so in the Member Portal. Please note that deleting your personal information or providing inaccurate personal information may preclude you from using some EBFA services. We would also be happy to provide a copy of your personal information in another format outside of the Member Portal, as required under *PIPA* and *PIPEDA*. To obtain a copy of your personal information, please see "How to Contact EBFA with Questions, Concerns, or Complaints" below. Note that you will need to provide us with information sufficient to verify your identity as we will not otherwise release your personal information.

Cookies and Links to External Websites

While using the Website, a "cookie" text file may be placed in the browser directory of your computer's hard drive. These files allow websites to store a small amount of information on a web browser to be retrieved at a later time, when the site is visited again. You may set your browser to reject all cookies, though some pages of our website may not function optimally as a result.

The Website provides links to other entities including but not limited to IBEW Local 424, the Electrical Industry Training Centre and the Electric Contractors Association of Alberta, which are operated by third-parties not under our control. This Privacy Statement does not describe the privacy policies of any third-party websites or their privacy practices. EBFA is not responsible for how such third-parties collect, use or disclose your personal data, so it is important to familiarize yourself with their privacy policies before providing them with your personal data.

How to Contact EBFA with Questions, Concerns, or Complaints

If you have any comments or questions with respect to your privacy policy, or if you believe we have not complied with our privacy policy, please contact our offices using the following information:

Email: privacy.officer@ebfa.ca

What to do if you have a complaint?

As part of our commitment to protect your security and privacy, we have established the complaint process outlined below in compliance with *PIPA* and *PIPEDA* requirements.

- Send your security and privacy related complaint to our offices using the contact information provided above.
- We will provide you with a response confirming your complaint within 2 business days of receiving it at our offices.
- We will then contact you within 14 business days to obtain further information regarding your complaint.
- Next, we will conduct a thorough and detailed investigation.
- After completing our investigation, we will contact you and communicate our findings and results. Within 30 days of receiving your original complaint, we will notify you of either the results of our completed investigation or the need for an extended investigation, the results of which will be communicated to you no later than 60 days after we received your original complaint.
- We will then take remedial steps necessary to address the problem.

If, despite our best efforts, we have not provided a satisfactory response to your complaint, you may wish to contact either the Information and Privacy Commissioner of Alberta at oipc.ab.ca or, alternatively, the office of the Privacy Commissioner of Canada at <http://www.priv.gc.ca/>



Employee Benefit Funds Administration Ltd.

Legal

Use of this website is governed by the following terms and conditions. Please read these terms and conditions carefully, as by using this website you will be deemed to have agreed to them.

We recommend you review these terms and conditions regularly as they are subject to change without notice to you. If you do not agree to these terms and conditions, then you must refrain from accessing or using this website. All terms and conditions will apply irrespective of the specific use made by users of this website.

If any of these terms and conditions are determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such term or condition and all other terms and conditions shall continue in full force and effect.

Use of this website

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The use and content of this website, including the terms and conditions of use, shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and you agree to attorn to the jurisdiction of the courts of the Province of Alberta.

Disclaimer

You agree that your use of the website shall be on an "as is" basis entirely at your risk. You assume full responsibility for risk of loss of any nature whatsoever resulting from your use of this website. Without limiting the generality of the foregoing, you acknowledge and agree that none of EBFA, its affiliates, or any third party, or any of their respective directors, officers, employees or agents shall be liable to you for any loss or damage of any nature whatsoever arising out of or attributable in any manner whatsoever to your use or inability to use this website for any reason whatsoever or to any action or inaction on the part of EBFA.

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Nothing on this website forms a contract, or a part of any contract, other than as it relates to the use of this site or as may be expressly provided.

Links to other websites and Links from other websites

This website contains links to or may be accessed from other sites which websites are not maintained or controlled in any way by EBFA. EBFA does not control and is not responsible for any of these websites or their content, and as a result such links are not to be construed as an endorsement by EBFA or any other party of the products, services, advice or opinions or any other content of such websites. Access or use of websites to which links are provided and of sites that link to this website are subject to the terms and conditions of such websites. You are fully responsible for any use that you make of the content contained on such websites and you are solely responsible for the consequences of any use of or reliance on such content.

EBFA provides you with access to this website through the networks of third party telecommunications providers and through other suppliers and third parties. EBFA assumes no responsibility for security of your facilities or networks, nor for unauthorized access to such facilities or networks.