

PLEASE CAREFULLY REVIEW THE JOB SKILLS TERMS OF USE AND PRIVACY POLICY.

Terms of Use

These Terms of Use are an agreement between “Job Skills” and you the User (you, your, user, student, candidate, supervisee). By accessing this website, you are deemed to accept these Terms and Conditions in full. Do not continue to use Job Skills' website if you do not accept all of the Terms and Conditions stated on this page.

Terminology and Acceptance

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice:

- “User”, “You” and “Your” refers to you, the person accessing this website.
- “Job Skills”, “Ourselves”, “We”, “Our” and “Us”, refers to our Agency.
- “e-Skills”, “Platform”, “Website”, “Portal” and “System” refers to the Moodle Course Management System and all conditions associated with the use of the System.

All terms refer to the offer, acceptance and usage of the Moodle Platform necessary to undertake the process of providing our services to the Client in the most appropriate manner, whether by online access, or any other means, for the express purpose of meeting the user’s needs in respect of provision of the Agency’s stated services/programs, in accordance with and subject to, prevailing law of Canada. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

The purpose of this site, referred to as “e-Skills”, is to provide users with a learning portal to Job Skills’ online courseware, based on the Moodle Course Management System (<http://www.moodle.org>). Moodle is a free open source software package designed using sound pedagogical principles, to help educators create effective online learning communities. Moodle is distributed under the GNU General Public License. The Moodle platform is hosted on secure servers and administrated both internally and externally.

Terms of Use

This portal is for educational purposes only. Information that is uploaded and downloaded shall only be related to the topic of the course. Violation of this will result in disenrollment and possible legal action. All information including but not limited to workshops, quizzes, assessments, checklists, glossary, feedback, and/or PowerPoint slides are the property of Job Skills and protected by copyright and other intellectual property laws.

Privacy Policy

Information that you provide or that we collect about you through your access to and use of the e-Skills Site is subject to the Job Skills Privacy Policy, the terms of which are hereby incorporated into these Terms of Use by reference. To review our Privacy Policy, please [click here](#). By using this website, you confirm that you have read and understand the Privacy Policy for the Job Skills website.

User Accounts

In order to fully participate in all site activities, you must register for a personal account on this site (a "User Account") by providing an email address and a password for your User Account. You agree that you will never disclose or share access or access information to your User Account with any third party for any reason. You also agree to that you will create, use, and access only one User Account and that you will not access the Site using multiple User Accounts.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name, address, date of birth, immigration status, and education. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Sites.

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- You may not create a link to one of our websites from another website or document without Job Skills' prior written consent.
- Your use of our websites and any dispute arising out of such use are subject to the laws of the Province of Ontario.

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LIABILITY LIMITATION

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL WE OR ANY OF OUR AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

This Privacy Statement discloses the privacy practices for Job Skills and the e-Skills portal. This Policy applies solely to the information collected by this website.

Privacy Policy

Information, Collection and Use

Job Skills collects personal identifiable and non-personal identifiable information from you when you register on one of our websites, subscribe to our newsletter, respond to a survey or fill out a form.

The e-Skills Portal requires you to submit information which includes, but is not limited to name, address, date of birth, immigration status, and education. In order to enroll in any course that is offered through this portal, this information is required to create an account. An account is required to have access to all course materials.

CASL and Compliance

Job Skills is committed to reducing the harmful effects of spam and related threats to electronic commerce. The fundamental underlying principle of Canada's Anti-Spam Legislation (CASL) is that certain commercial activities, such as the sending of commercial electronic messages, may only be carried out with consent. Job Skills complies with CASL and seeks consent as required by CASL before sending any commercial electronic messages.

Sharing information

Job Skills does not provide your information to third parties. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other third party for any reason whatsoever, without your consent, other than for the express purpose of delivering the service requested. The email address you provide may be used for purposes including but not limited to, sending you information and updates pertaining to your registered course, agency news, product updates, and service updates for Job Skills.

Registration and Password Policy

All accounts that are created on any of the Job Skills websites including the e-Skills portal are password protected. In order to access your account, you will need the username and password that you created. You are responsible for keeping your password private. (See further information about registration and passwords under Terms of Use User Account). To reset a forgotten username or password, click on the link "forgot username or password" on the log-in page located at eskills.jobskills.org.

Your account will only be active for the duration of the course for which you are enrolled. If you need any extensions, please contact the Site Administrator.

Security Information

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Moodle also has safeguards in place. Feel free to visit their site policy (https://docs.moodle.org/dev/Moodle_security_procedures).

Correcting/Updating Personal Information

If a User's information changes, such as an email address, please contact Job Skills Administrator or facilitators for the course in which you are enrolled to update your information.

Use of cookies

Like most websites, Job Skills uses cookies to enhance your experience, gather general visitor information as determined by Job Skills, and track visits to all Job Skills websites. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers' systems to recognize your browser and capture and remember certain information.

We use cookies to help us gather information to improve our site and your user experience.

Opt-out

Any user who no longer wishes to be enrolled in any course or receive any newsletter or updates, please contact us at info@jobskills.org.

Client Access

Upon written request, a Client will have the right to review a copy of their Client files and verify the accuracy and completeness of the information and have it corrected, if necessary.

Challenging Compliance

We will address a Client's challenge concerning compliance with the above principles to the HR Administrator (privacy@jobskills.org), acting as the Privacy Commissioner, accountable for privacy. All complaints received will be investigated in a timely fashion. If a complaint is determined to be well-founded, we will take appropriate measures, including amending Policies and Procedures, if necessary.

Notification of Changes

The Terms and Conditions included in the Privacy Policy and the Terms of Use are subject to change. All changes will be posted here on this document so all users are informed. In doing so, we will comply with the applicable legislation.

Any concerns with respect to our policy, terms of use or a particular situation are to be referred to the Job Skills Privacy Commissioner at privacy@jobskills.org.