

Checklick Terms of Service

current as at 5 July 2018

Checklick is a web platform used by organizations to keep track of athlete information, as well as accept registrations and process payments. These are Checklick's general Terms of Service, which every person with data in Checklick must understand and agree to.

Which Parts Apply To Me?

Checklick has many kinds of users. For example, you may be a person registering via a Storefront site, an athlete being assessed using checklists, or a person managing one or more organizations. However you use Checklick, you must agree to these entire terms and conditions, as it's possible that the nature of your use of Checklick may change in the future.

That being said, here is a list of the sections of our terms and conditions, organized by the type of user you may be:

General Terms (relevant for all Checklick users)

GDPR Terms (relevant for all Checklick users residing in the European Union)

Terms for Users Evaluating People (relevant for users managing organizations that using checklists to evaluate people)

Terms for Storefront Managers (relevant for users managing organizations that are using Checklick Storefront)

General Terms

By using the Checklick.com web site ("Service"), or any services of Checklick, Inc ("Checklick"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services. Checklick may make material changes to these Terms from time to time, and your continued use of the Service after any such changes shall constitute your consent to such changes. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Checklick may make material changes to these Terms from time to time, and your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at <https://www.checklick.com/terms>. Violation of any of the terms below will result in the termination of your Account. While Checklick prohibits such conduct and Content on the Service, you understand and agree that Checklick cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Language of Service

Checklick's language of service is English. While we may offer the web application, help articles and customer support in other languages, we do not guarantee the accuracy or completeness of any content translated from English.

Account Terms

You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

You must provide your real first name, last name, an active email address, and real birthdate to use the service. Pseudonyms, fake, placeholder or "dummy" information is not permitted.

Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.

You are responsible for maintaining the security of your account and password. Checklick cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

If you add another person to Checklick, and indicate that that person has consented to Checklick's terms and conditions, you must be able, at all times, to be able to provide written evidence that you have procured that person's consent.

By creating an account, you consent to Checklick contacting you via phone or email. You will have the option to unsubscribe from future communication.

One person or legal entity may not maintain more than one free account.

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Support for Checklick services is only available in English, via our support channels or by emailing , unless we have expressly offered you a different service level offering as part of your paid plan.

You understand that Checklick uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

By creating a Checklick Organization and being affiliated with that organization as an Organization Manager, you permit Checklick to send you periodic marketing emails, updates and complimentary service offerings.

As an Organisation manager, you have access to email communication with people affiliated with your Organisation. It is your responsibility to comply with email communication legislature per the applicable geographic region. Checklick is not a marketing platform and communication between you (the Organization manager), and people affiliated with your Organisation is your responsibility.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Checklick, or any other Checklick service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Checklick.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Checklick customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature.

If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Checklick) of other Checklick customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

Checklick does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that Checklick shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Checklick has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the service; (v) or any other matter relating to the service.

The failure of Checklick to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Checklick and govern your use of the Service, superseding any prior agreements between you and Checklick (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Ontario law.

Questions about the Terms of Service should be sent to support@checklick.com.

Browser Compatibility

Checklick, and all of Checklick's Storefronts use modern web technologies to ensure the security of our users' and customers' information. For this reason, Checklick only officially supports the latest versions of the major browsers: Chrome, Firefox, Safari and Internet Explorer. We recommend using Chrome for the best experience. If you are using an older (or unsupported) browser, Checklick cannot guarantee an optimal, secure and error-free experience.

GDPR Terms (General Data Protection Regulation)

Checklick is compliant with the European Union's Regulation 2016/679 (General Data Protection Regulation). The following terms are provided for the information of customers and users within the European Union:

In most cases, Checklick shall be considered to be a data processor, acting under the direction of a data owner. The data owner will vary on a case by case basis, but in most cases, shall be considered to be the owner of the checklist with which an active checklist licence or sublicense is held. In most cases, the data owner is the national sport organization that has partnered with Checklick to deliver evaluation-based programming. If you require clarification on Checklick's data role as it pertains to GDPR, please contact support@checklick.com.

As a data processor, Checklick receives direction from data owners to process their data. This direction is expressed by the specific service agreements in place between Checklick and data owning organization (generally national sport organizations). The legal basis for Checklick processing the data of each data owner is "legal interest".

In some cases, Checklick shall be considered a data owner in its own right:

If a customer is using Checklick Storefront independent of a licenced or sublicense checklist from another organization

If a customer or user is using Checklick's evaluation services independently of a parent organization.

If a customer or user was formerly affiliated with an organization that was licencing or sublicencing a checklist from a data owner, but opted to sever that affiliation and continue to use Checklick independently.

As Checklick is subject to the Canadian Personal Information Protection and Electronic Documents (PIPED) Act, data may be stored and processed in Canada, as permitted by EU Adequacy decisions.

Checklick has no nominated representative acting on their behalf in the EU, as Checklick meets the conditions in Article 27.2.a

Checklick has no Data Protection Officer (DPO), as Checklick does not meet the conditions under Article 37.1 requiring one to be appointed.

The personal data that Checklick stores and processes includes:

Full Name (required for use of Checklick)

Email (required for use of Checklick)

Birthdate (required for use of Checklick)

Address (if provided)

Phone Number (if provided)

IP Address (collected automatically)

Any health or safety related information voluntarily provided

Any other general information voluntarily provided (ie information entered into unstructured and general purpose fields)

As a technical precaution, Checklick maintains daily backups of its database. Daily backups are automatically deleted after 14 days. These backups are encrypted and physically located within the same environment as the primary database.

For security reasons, Checklick cannot disclose the full details of all measures used to secure the storage and transmission of data. However, in general, Checklick:

Uses HTTPS for all connections.

Maintains an internal password policy of long, strong, non-dictionary password strings, unique to each credential, and changed on a regular basis.

Uses two-factor authentication for all third-party integrations, where available.

Maintains all app-specific API keys as environment variables (not stored in code repositories).

Fully encrypts and salts all user passwords.

Any person with personal data stored by Checklick may request a copy of all their data by sending an email to support@checklick.com. Checklick will respond to this request within 24 hours. If you require your data in a format other than the formats provided by Checklick's standard download features, Checklick will charge \$150 CAD per hour for work of this nature. This amount will be communicated via email in advance. In most cases, once a person pays the costs associated with their request, they will receive a copy of their data within 7 days.

Any person with personal data stored by Checklick may request that all their data be deleted by sending an email to support@checklick.com. Checklick will respond to this request within 24 hours. In most cases, once a person confirms their request, they will receive a confirmation that their data has been deleted within 7 days.

Terms for Users Evaluating People

Payment, Refunds, Upgrading and Downgrading Terms:

All paid plans must enter a valid payment account. Free accounts are not required to provide payment account information.

An upgrade from the free plan to any paying plan will immediately bill you.

A downgrade from a paid plan to the free plan will not refund any payment you have made, and will take effect at the end of your current billing period.

For monthly payment plans, the Service is billed in advance and is non-refundable.

A pro-rated credit will be applied to your account if you choose to change your plan.

Refunds are not offered on any payments.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Checklick does not accept any liability for such loss.

Cancellation and Termination:

If you choose to move from a paid plan to a free plan, Checklick will retain your information for a reasonable period of time. You will be able to move from a free plan back to a paid plan and continue using your information on Checklick.

To permanently cancel and terminate your account, you must contact us via our support channels, or send an email to support@checklick.com.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

Checklick, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Checklick service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Checklick reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices:

Checklick reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Checklick Site (Checklick.com) or the Service itself.

Checkclick shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership:

We claim no intellectual property rights over the material you provide to the Service. Your profile, branding and checklists created remain yours. However, by setting your pages to be viewed publicly, you agree to allow others to view your Content. By setting your repositories to be viewed publicly, you agree to allow others to view and fork your repositories.

Checkclick does not pre-screen Content, but Checkclick and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

You shall defend Checkclick against any claim, demand, suit or proceeding made or brought against Checkclick by a third-party alleging that Your Content, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law, and shall indemnify Checkclick for any damages finally awarded against, and for reasonable attorney's fees incurred by, Checkclick in connection with any such claim, demand, suit or proceeding; provided, that Checkclick (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defence and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Checkclick of all liability); and (c) provides to You all reasonable assistance, at Your expense.

The look and feel of the Service is copyright ©2015 Checkclick Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Checkclick.

Checkclick Storefront Terms of Service:

Checkclick Storefront uses Stripe to process all credit card payments made on your storefront. When you first set up your storefront, you will be asked some questions about yourself and your business. Stripe will use this information to create a new Stripe account for you. This information is also used by Stripe for anti-fraud purposes. Once your Stripe account is created, it will be automatically connected to your Checkclick Storefront, and for most routine activities, you will be able to use Checkclick to manage your entire storefront. You may, however, receive emails from Stripe from time to time. For example, Stripe may email you if a deposit into your bank account failed, or if one of your customers initiated a chargeback on a purchase made on your storefront. If you have any questions about your Stripe account, or how Stripe and Checkclick Storefront work together, please contact us at .

Stripe Terms of Service

It is important that you read and understand Stripe's Terms of Service. Your continued use of Checkclick's Storefront feature implies your acceptance of both Checkclick's Terms of Service and Stripe's Terms of service. You do not need to agree to Stripe's Terms of Service if you wish to use Checkclick without the Storefront feature.

Fees

The fee to use Checklick's Storefront feature is 5% of the the total of any purchase made. This fee is inclusive of the payment processing fees charged by Stripe. For example, if a customer makes a purchase that totals \$100, their credit card will be charged \$100, and \$95 will be deposited into your bank account. There are no additional processing fees for refunds. For example, if you refund \$100 to a customer, Checklick and Stripe will forfeit their \$5 fee, \$95 will be withdrawn from your bank account, and \$100 will be credited to the customer's card.

Full and Partial Refund Fees

You are free to fully refund a customer's purchase at no additional fee. For example, if a customer makes a purchase for \$100, \$95 will be deposited into your bank account. When you fully refund the \$100 purchase to the customer, \$95 will be withdrawn from your bank account and your customer will see a \$100 credit on their credit card statement. Refunds can only be issued on purchases over \$15. This includes purchases that may have exceeded \$15 however, with an applied discount totalled less than \$15.

If you initiate a partial refund for an order purchase, Checklick will charge an additional \$0.30 fee. For example, if a customer makes a purchase for \$100, \$95 will be deposited into your bank account. If you then refund \$50 of the \$100 purchase to the customer, \$47.80 will be withdrawn from your bank account, and your customer will see a \$50 credit on their credit card statement. In this example, the \$47.80 withdrawal from your bank account is calculated like this:

The refund's percentage of the original purchase is calculated: $\$50 / \$100 = 50\%$

That percentage of the original bank deposit to your account is withdrawn: $\$95 \times 50\% = \47.50

An additional \$0.30 fee is withdrawn: $\$47.50 + \$0.30 = \$47.80$

STOREFRONT: Taxes

Checklick Storefront allows you to define taxes yourself, which will be automatically applied to every purchase. It also allows you to set specific items as non-taxable. It is your responsibility to ensure that your storefront is in compliance with any applicable tax law in your jurisdiction.

Minimum Charge

Checklick Storefront will not accept a purchase for less than \$15. If a customer attempts to make a purchase that totals less than \$15, the storefront will inform the customer that the purchase is below the \$15 minimum. It is your responsibility to ensure that any order on your storefront will not fall below this limit. Please note that discounts on your storefront may cause an order to fall below this limit, even if all of your storefront items have a price above \$15.

PAD Agreement

You authorize Checklick, and their designated financial institutions (including Stripe, VersaPay and the Canadian Imperial Bank of Commerce) to directly deposit funds into your bank account. In the unlikely event of a deposit error, or in the case of a refund or chargeback, you authorize Checklick to withdraw funds from your bank account. Checklick agrees to contact you before any funds are withdrawn. This

PAD agreement shall remain in effect until Checklick has received an email from you notifying us of your desire to terminate it. For further information on your right to cancel this PAD agreement, contact your financial institution or visit www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

Payout

By default, Stripe consolidates all payments into daily payment periods beginning every Monday at 12:00:00 AM EST. At the end of each payment period, Stripe will calculate the total amount owing (payments less any refunds, fees or chargebacks) to you and directly deposit this amount into the bank account you provided when you first set up your storefront. Your funds will appear as a credit in your bank account within 7 business days of the conclusion of a payment period. If you wish to change your bank account, please contact us for assistance at .

Chargeback Policy

A chargeback is when one of your customers contacts their card-issuing bank and disputes a payment made via your storefront. Chargebacks are detrimental to Checklick's standing with the major credit card providers, and for that reason, we make every effort to prevent them from happening in the first place.

In the event that a customer initiates a chargeback, you will be charged applicable fees. Stripe, in accordance with their Terms of Service, will charge a \$15 chargeback fee, which may be refunded if the the chargeback is reversed. In addition, Checklick reserves the right to charge a \$20 administrative fee for every chargeback initiated, regardless of whether the chargeback is substantiated.

Checklick also reserves the right to execute a refund to the customer or, in the event the customer has made reasonable effort to contact your Organization regarding the chargeback and your Organization has not cooperated, Checklick reserves the right to recuperate the chargeback amount by issuing your Organization an invoice.

Availability Policy

Checklick strives for 100% availability at all times. However, on very rare occasions, your storefront may become temporarily unavailable, and for this reason we cannot guarantee the availability of your storefront. In such cases, Checklick will do its best to make your storefront available again. However, your use of Checklick Storefront implies your acceptance of this risk, and further implies that you indemnify and hold harmless Checklick for any lost or damages resulting from your storefront becoming unavailable.

Cancellation Policy

In the unlikely event that your storefront violates any laws, or is found to be selling products at a high risk for chargebacks, or for any other reason whatsoever, Checklick reserves the right to temporarily or permanently deactivate your storefront without notice or consent. You agree to indemnify and hold harmless Checklick for any losses or damages resulting from your storefront being deactivated.