

Apple Financial Services

Application Terms of Service and Conditions – AFS-FACS Inc o/a Apple Financial Services (AFS) requires the information gathered through its electronic and paper application process, including internet, telephone, fax, email and additional enquiries and investigations, and supporting documentation requested and supplied, in order to analyze financial resources and wealth, to evaluate financial capabilities, and to make recommendations about financial assistance requirements of its applicants and families (AFS Services). AFS will use the Personal Information gathered through its application process, to evaluate financial capabilities of the applicants, parents and supporting individuals, and will share this Personal Information with schools associated with AFS (clients) in order to provide its analytical services, statistical data and operate its business. AFS gathers this information and provides our services under its Terms of Service and in conformity with its Privacy Policy.

Click “Accept” below to indicate that you understand, consent and agree to the AFS Terms of Service and AFS Privacy Policy in relation to your use of AFS Services.

Privacy Policy

Apple Financial Services (AFS) is required to collect, use and disclose personal information about individuals and entities related or connected with individuals during the provision of its services.

AFS respects the privacy rights of our applicants, parents, schools and clients (Users) and persons associated with AFS and is committed to protecting all personal information in our possession and control. We have adopted this Privacy Policy to guide how we collect, use and disclose the personal information we require in the course of fulfilling our services and operating our business.

Therefore the Users of the AFS website, and those who complete the electronic application process or manual application process and participate in communications resulting thereto, including oral, written and emails, and all other information and documents provided including tax return(s), financial information, personal wealth information, credit documentation and other personal information (“Personal Information”) ***agree, consent and authorize*** AFS and persons associated with AFS to:

- request, gather, store, analyze, and use this Personal Information in the provision of its services in evaluating financial resources and financial needs in providing financial assistance evaluations and recommendations for financial assistance;
- disclosure of this Personal Information, financial assistance evaluation and recommendations to entities selected by the User (Schools);

- responding and discussing the Users and their Personal Information to and with the Schools; and
- collection, use and disclosure of Personal information for general statistical, analytical, and marketing purposes, without individual identification.

Personal Information is information about an identifiable individual. It includes information such as age, income, opinions, assets, liabilities, investments, financial projections, health, home location, personal identification numbers, family details and financial resources and general individual, family and relative information.

Principle 1 – We Are Accountable For The Personal Information In Our Possession.

AFS is accountable for all Personal Information in our possession or control. This includes any Personal Information that we receive directly, for example, from individual Users, as well as individuals' Personal Information that we may receive indirectly, for example, through advisors, accountants and other individuals. We have established policies and procedures aimed at protecting Personal Information. We have also educated our staff about our Privacy Policy and their role in protecting your Personal Information.

Principle 2 – AFS will inform you why we are collecting your Personal Information when the information is collected.

Client Information

In most instances, AFS will collect, use or disclose Personal Information about Users only for the purpose of providing analytical financial services. Our application process, either electronic or manual includes an explanation of why AFS requires the information, what use will be made of it and with whom it may be shared in order to provide professional services.

User Personal Information will also be disclosed on a general basis without individual identification to other entities and schools associated with AFS for the purpose of evaluating financial assistance characteristics, statistical analysis and composition, marketing and financial assistance program structuring.

Personal Information may also be shared with other entities associated with AFS in order to allow us to offer services or products that may be of interest to Users.

Employee Information

AFS collects Personal Information about our staff in order to pay them, comply with laws, provide them with benefits, administer performance management tools, to improve on and manage programs, policies and employee relations and generally to establish, manage or terminate the employment or contractual relationship. In certain cases, AFS may also aggregate staff Personal Information to provide business metrics and evaluate the effectiveness of our programs, but this aggregated information will not allow the identification of any individual.

We may also use or disclose staff information in the course of investigating, negotiating or completing a sale, financing or other business transaction involving all or any part of our business.

We also collect Personal Information from individuals seeking employment with AFS.

When AFS collects Personal Information, we will inform you of the reasons why we require such information, what use will be made of it and with whom it may be shared. Collection may occur without knowledge or consent as permitted by law, including collection in the course of an investigation.

Principle 3 – AFS will collect, use or disclose Personal Information about you only with your informed consent.

How Will We Ask for Consent?

User Personal Information

The Terms and Conditions of every AFS application process are documented in each application. These Terms and Conditions include a discussion about how AFS may use and disclose your personal information. By signing the AFS application or finalizing the electronic application process, the User will be providing its consent to the collection, use and disclosure described in the Terms and Conditions.

Staff Information

Forms and applications used to provide human resources-related services to staff will describe the purposes for which their Personal Information is required and with whom it will be shared.

Employment candidates will also be advised of the purposes for which their Personal Information is being collected.

What happens if you choose not to give us your consent? What if you withdraw your consent at a later date?

AFS Users always have the option not to provide their consent to the collection, use and distribution of their Personal Information, or to withdraw their consent at a later stage prior the completion of the application process. Where a User chooses not to provide us with permission to collect, use or disclose Personal Information, we may not have sufficient information to continue providing the User with our services.

Where a staff for employment chooses not to provide us with permission to collect, use or disclose Personal Information, we may not be able to employ them, continue to employ them or to provide them with benefits.

Principle 4 – AFS limits the amount and type of Personal Information we collect.

AFS will limit the collection of Personal Information to that which is reasonably required to provide our services or operate our business.

Principle 5 – AFS will use and disclose your Personal Information only for the purposes for which we have your consent. We will keep Personal Information only as long as necessary to accomplish these purposes.

Use of Personal Information

If AFS intends to use Personal Information for any purpose not previously identified to the individual or Users, we will obtain their prior consent.

However, AFS may use Personal Information without consent for the purpose of acting in respect of an emergency that threatens the life, health or security of an individual. We may also

disclose Personal Information without consent as permitted or required by applicable federal and provincial privacy laws, including:

- ☐ to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction or to comply with rules of conduct required by regulatory bodies
- ☐ to a government institution that has requested the information, identified its lawful authority, and indicates that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law
- ☐ to an investigative body or government institution on our initiative when we believe the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or we suspect the information relates to national security or the conduct of international affairs.

Retention of Personal Information

In compliance with our business and professional standards, we keep a record of the work performed by AFS staff. This record, or "supporting documentation", may include Personal Information and will be retained until such documentation are no longer reasonably required for legal, administrative, audit or regulatory purposes. AFS retains Personal Information about current and past staff in accordance with employment laws and standards. We will destroy human resources and other files containing staff personal information when such information is no longer reasonably required for legal, administrative, audit or regulatory purposes.

Personal Information collected from individuals seeking contractual or employment with AFS will be retained by AFS for 24 months so that AFS may contact the applicant about other positions that may also be of interest. Should another suitable position at AFS become available within this 24 month period, AFS may contact the applicant to discuss this other position, and the applicant's information will be retained for an additional 24 months. If a candidate is hired, the Personal Information collected during the application process will be retained in order to establish, manage and terminate the employment or contractual relationship.

Personal Information about Application or Website Users will be retained for 24 months and then all supporting documentation provided in support of their application will be destroyed within that time frame or a reasonable time thereafter. The application itself and our AFS report relating thereto will be retained for a period of time deemed relevant and necessary for the purposes of our business operation and possible school requests for specific or general information or statistical or historic purposes.

Principle 6 – AFS will endeavor to keep accurate the Personal Information in our possession or control.

In order to provide Users with a high level of service and staff with appropriate benefits, the Personal Information that we collect must be accurate, complete and current. From time to time, Users and staff may be asked to update their Personal Information. Individuals, staff and Users are encouraged to advise us of any changes to their Personal Information that may be relevant to the services we are providing.

Principle 7 – AFS protects your Personal Information with safeguards appropriate to the sensitivity of the information.

AFS will protect Personal Information by using physically secure facilities, industry standard security tools and practices, and clearly defined internal policies and practices. Security measures are in place to protect the loss, misuse and alteration of the Personal Information under our control. Personal Information is stored in secure environments that are not available to the public (e.g., restricted access premises, locked rooms and filing cabinets). To prevent unauthorized electronic access to Personal Information, any information that is stored in electronic form is protected in a secure electronic and physical environment.

We are responsible for all Personal Information transferred to third parties for processing. We require third party processors to respect the confidentiality of Personal Information and all legal requirements under applicable Canadian federal and provincial privacy legislation, and to agree to contractual requirements that are consistent with this Privacy Policy. These third party processors are prohibited from using Personal Information, except for the specific purpose(s) for which we supply it to them.

Personal information is processed and stored within Canada by AFS and its third party processor. However, in some circumstances, Personal Information may be gathered, communicated and transmitted outside of Canada by AFS or a third party processor, and such Personal Information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is transmitted, processed or stored. These laws may not provide the same level of protection as Canadian privacy laws.

Principle 8 – AFS will be open about the procedures used to manage your personal information.

The most up-to-date version of our privacy policy is available in its entirety by contacting the AFS website or at 1-613-395-9300.

Principle 9 – At their request, AFS will advise individuals of what Personal Information we have in our possession or control about them, what it is being used for, and to whom and why it has been disclosed.

Users have the right to review and obtain a copy of their Personal Information on record in our individual offices. Users can log back into their account and review and download their application and documents provided to us to ensure we have all of their provided personal information.

In some instances, the Users may want to ensure that their provided documents and financial information were utilized accurately by AFS in the preparation of their reports and recommendations. AFS will respond to their privacy access request for confirmation of the financial information used within 30 days. If any of the financial numbers provided were changed, for use in the reports of AFS, then an explanation will be provided why this change was made.

Please note that Users will not be provided with any of our reports or comments related to our services to our clients in relation to the application and documents provided by the Users. These reports and comments are prepared for the sole use of our clients, who have also agreed as part of our business relation with them to not release any report or our comments to Users.

Principle 10 – Individuals may challenge AFS's compliance with this Privacy Policy.

AFS will respond to individual complaints and questions relating to privacy. We will investigate and attempt to resolve all complaints.

To challenge compliance with this Policy, individuals should forward their concerns in writing to AFS offices. We will ensure that a complete investigation of all complaints has been undertaken and will report their findings to the individual in most instances within 30 days.

Principle 11 – Disclosure of any Confidentiality Incidents.

Should AFS become aware of any breach(es) of Confidentiality to unauthorized persons, we will take all reasonable measures to reduce the risk of injury being caused to that person and take all measures to prevent and new or additional Confidentiality incidents of the same nature from occurring.

AFS will also notify any impacted and affected person of any Confidentiality incident and any and all appropriate government and privacy oversight organizations, and complete or provide all necessary reports or forms

AFS will also keep and maintain a registry of any Confidentiality incidents.

We know that protecting the privacy of our Users and staff is important. If you have any questions or concerns about your privacy and our role in protecting it, please contact our office at 1--613-395-9300

September 2024

Privacy Policy Read and Agreed to this _____ day of _____, 202__

_____(Signature)

Signed by _____ (Print Name)

Terms of Service

Computer, Email and Website Access Policy

Apple Financial Services (AFS) acknowledges the importance of maintaining effective controls over the confidentiality of the information contained on the AFS website, and has therefore taken certain steps to provide protection against unauthorized access. The AFS website is configured to utilize complex password for user authentication, firewalls to control access to the system, two level authentication for School access and layered servers to secure data obtention, storage and transmission.

Users are responsible for ensuring that they take appropriate measures to prevent unauthorized users from gaining access to the AFS website, including not disclosing or sharing their user

names or passwords with any other person.

Users of the AFS website have the option to upload and use the application process to provide confidential personal information. There are inherent risks associated with information transmission over the Internet and the technical processes involved in such transmissions.

Therefore, AFS is not responsible for any breach of security of AFS website or loss of data or confidentiality arising from any unauthorized use of the AFS website.

Although AFS takes reasonable steps to maintain the continuity of the AFS website, we cannot guarantee and do not accept any liability for any suspension, interruption, temporary unavailability of the AFS website.

AFS does not guarantee that the AFS website will be free from viruses, and is not responsible for any damage caused by viruses. Users are advised to use appropriate anti-virus software. Where the AFS website contain links to third party Web sites over which AFS has no control, AFS makes no representations or warranties regarding the content of such site and does not guarantee that such third party Web sites will be free from virus.

Users of the AFS application process recognize and therefore accept the risks associated with communicating by internet and by email and from uploading or sending documents through these electronic mediums, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality. Unless the User requests in writing that AFS does not communicate by internet or email, the Users assume all responsibility or liability in respect of risk associated with its use.

AFS Report and Access by Users and Schools Policy

The AFS Report is the product of the Users application and provision of documentation and is the result of the analysis and evaluation by AFS of its estimate of the financial capabilities of the applicant, parents or other supporting individuals (Users). It is provided to the schools identified by the Users to which they wish the Report and related documents to be provided to.

This Report is the property of AFS and is confidential to AFS and the object school. The Report is for the use of only AFS and the object school and is not to be provided to any other person or party (including specifically the applicant, parent, supporting person).

Provision of the AFS Report by a school or anyone associated with the school to a User without written consent of AFS, will result in the school being removed from the AFS associated school list and being dropped from our website for up to two years.