



# **VOLUNTEER TERMS OF SERVICE**

These Terms constitute a legally binding agreement between you and Empowered Futures. By accessing or using our services, you acknowledge that you have read, understood, and agreed to these Terms.

## 1.0 Introduction

- 1.0.1 Welcome to Empowered Futures Inc. (hereinafter "Empowered Futures" or "EF", "we," "us," or "our"). As a Volunteer, you are contributing to our mission by engaging in various teams, committees, roles, and the Mentorship Program. To ensure a smooth and safe experience, we ask that all Volunteers carefully read, understand, and adhere to the following Terms and Conditions.
- 1.0.2 This Volunteer Terms of Service (the "**Agreement**") is a legally binding agreement between Empowered Futures and you, the Volunteer ("**Volunteer**," "you," or "your").
- 1.0.3 By volunteering with Empowered Futures and using any of our digital tools including Let's Go App and EF Connect (collectively, "EF Tools") or third-party applications or platforms ("Third-Party Tools," "Third-Party Platforms," or "Third-Party Applications"), you agree to comply with all Empowered Futures policies, guidelines, and platform-specific rules, including those for EF Connect.
- 1.0.4 If you do not agree with any of these terms, you should not Volunteer, access our resources, or use any EF Tools. By offering services as a Volunteer or using EF Tools, you acknowledge and agree to these terms freely and voluntarily, without duress or undue influence.

# 2.0 Purpose and Scope

- 2.0.1 Empowered Futures is a federally incorporated non-profit organization based in the Province of Alberta, Canada, and is a registered Canadian charity. Our mission is to empower and equip young adults, aged eighteen (18) and twenty-nine (29), as they transition into adulthood. This is achieved through structured programs that emphasize integrity, goal-setting, and personal responsibility.
- 2.0.2 Our initiatives include, but are not limited to, self-empowerment workshops, business mentorships, virtual mentorship programs resources.
- 2.0.3 Volunteers play an essential role in helping Empowered Futures achieve its mission by committing to professional and ethical conduct while delivering services to beneficiaries across Canada and globally. Our Volunteers contribute in various capacities, including





- mentorship, operational support, administrative functions, and committee work, ensuring the organization's programs and initiatives run effectively.
- 2.0.4 To meet our goals, we rely on the dedication of our Volunteers to serve communities while upholding the highest standards of professionalism, integrity, and accountability. Volunteers are expected to use EF Tools and Third-Party Tools to provide services, collaborate effectively with teams, and align their efforts with Empowered Futures' mission and values.
- 2.0.5 This provision outlines the general expectations for Volunteers across all roles, while specific behavioural and ethical guidelines are detailed in the **Volunteer Code of Conduct** provision.
- 2.0.6 Volunteer opportunities are available only to legal adults. To be eligible, you must (i) be at least eighteen (18) years of age (or the legal age of majority in your jurisdiction if different from eighteen (18), (ii) have the legal capacity to enter into and fulfill the obligations of this Agreement, and (iii) have the ability, both mentally and physically, to perform the required Volunteer activities safely and effectively, without posing a risk to yourself or others.
- 2.0.7 In this Agreement, age restrictions and capacity mean that you are of the legal age of majority in your jurisdiction and capable of understanding and entering into a legally binding contract, free from any mental or physical impairment that would prevent you from fully understanding the terms of this Agreement.

# 3.0 Roles and Responsibilities

3.0.1 At Empowered Futures, we are committed to working collaboratively to fulfill our mission. Volunteers play an essential role in supporting our programs and services, and they are expected to uphold the responsibilities associated with their roles. To ensure success, Volunteers are expected to meet the following requirements.

## 3.1 <u>Time Commitment</u>

3.1.1 Volunteers are required to commit a minimum of 10 hours per week. Additional hours may be necessary depending on the specific role or project requirements. Flexibility in time commitment may be required based on the tasks assigned.

# 3.2 Regular Participation

3.2.1 Volunteers must attend both weekly and monthly meetings and complete all assigned tasks within communicated deadlines. Active participation in team activities and collaboration with other Volunteers and staff members are essential components of the role.





# 3.3 <u>Training and Orientation</u>

3.3.1 Volunteers may be required to complete training or orientation sessions relevant to their roles. These sessions are designed to equip Volunteers with the necessary knowledge and tools to perform their responsibilities effectively and to ensure alignment with Empowered Futures' policies and mission.

## 3.4 Role-Specific Tasks

3.4.1 Volunteer responsibilities may vary depending on the assigned role. Tasks may include attending meetings, supporting events, assisting program participants, conducting outreach, or completing administrative duties. Volunteers assigned to specialized roles will receive detailed instructions outlining their specific responsibilities.

# 3.5 Communication

3.5.1 Volunteers must promptly inform their supervisor if they are unable to meet their time commitments or if scheduling conflicts arise. Effective communication is essential to maintaining team efficiency and ensuring the timely completion of tasks.

# 3.6 Policy Compliance

3.6.1 Volunteers must adhere to all Empowered Futures' policies, including but not limited to directives, terms of use, privacy policies, and community guidelines. Compliance with these policies is necessary to uphold the safety, integrity, and overall mission of the volunteer program.

## 3.7 <u>Communication</u>

- 3.7.1 While we value punctuality and meeting deadlines, we recognize that unexpected circumstances can arise. If you anticipate difficulty meeting any deadline or commitment, please communicate as early as possible so we can explore possible accommodations. We aim to be flexible and supportive in ensuring that you can balance your duties with your personal commitments.
- 3.7.2 Furthermore, Empowered Futures encourages an environment of continuous learning and improvement. If you feel the need for additional support or guidance during your Volunteer experience, please feel free to ask for feedback or assistance. We are committed to offering constructive support to help you succeed in your role.





#### 5.0 Probation and Code of Conduct

# 4.1 Probation

- 4.1.1 The first three months of your engagement with Empowered Futures will be considered a probationary period (the **"Probation Period"**). During this time, Empowered Futures will evaluate your suitability for the Volunteer program.
- 4.1.2 Throughout the Probation Period, you acknowledge that you may not be entitled to receive a letter of reference for your Volunteer activities. Additionally, you are prohibited from listing or referencing your Volunteer work with Empowered Futures on any social media platforms or LinkedIn profile without prior consent from Empowered Futures.

# 4.2 Volunteer Code of Conduct

- 4.2.1 As a Volunteer, you agree to maintain a high level of professionalism and respect in all communications and interactions when performing your services with Empowered Futures. It is important to adhere to this Code of Conduct. Failure to uphold these standards may result in immediate termination of your Volunteer status.
- 4.2.2 By volunteering with Empowered Futures, you agree to:
  - Act professionally and respectfully in all interactions.
  - Maintain confidentiality of personal and organizational information.
  - Read and carefully follow Empowered Futures' guidelines, policies, rules, or codes of conduct while volunteering and using EF Tools or Third-Party Tools.
- 4.2.3 The following behaviours are strictly prohibited:
  - Harassment, discrimination, or offensive behaviour of any kind.
  - Misuse of EF resources, including EF Tools and Third-Party Platforms.
  - Unauthorized sharing of confidential materials, intellectual property, or private data.
- 4.2.4 Volunteers who are absent from team meetings for three consecutive weeks without prior approval will be suspended from participation in Empowered Futures. Volunteers who miss meetings due to excused absences will not be suspended but must notify their supervisor as soon as possible.





# 4.3 Reporting Misconduct and Evaluative Process

- 4.3.1 Reports of misconduct should be made to the Empowered Futures support team for review. All reports will be reviewed promptly and confidentially. In cases where a misconduct report is filed, Empowered Futures will follow a structured evaluative process to ensure a fair and thorough review:
  - 1. Alleged violations will be reviewed by Empowered Futures leadership.
  - 2. Volunteers will have the opportunity to provide their account of the situation.
  - 3. Investigations will be conducted in a fair and timely manner.
  - 4. Corrective action, including suspension or termination, may be taken based on findings.

## 5.0 Privacy and Confidentiality

- 5.0.1 By Volunteering with Empowered Futures, you acknowledge that you have read and agree to the terms outlined in our Privacy Policy, which can be accessed on our website. Your participation as a Volunteer also constitutes consent to the collection, use, and disclosure of your personal information by Empowered Futures, its agents, or representatives, in accordance with the terms and purposes specified in the Privacy Policy.
- 5.0.2 Empowered Futures follows Alberta's Personal Information Protection Act (PIPA) as it does not engage in commercial activity.

# 5.1 Confidential Information

- 5.1.1 You agree to maintain the confidentiality of any personal or sensitive information shared with you during your Volunteer role, including information obtained through EF Tools or any Third-Party Tools used in the course of your Volunteer duties. You may disclose this information only when required by law or explicitly authorized by Empowered Futures.
- 5.1.2 For the purposes of this Agreement, "Confidential Information" refers to all information, data, documents, agreements, files, and other materials—whether in written, oral, visual, or electronic form—that are disclosed to you in the course of your Volunteer role and relate to Empowered Futures' business, clients, products, services, finances, trade secrets, or any other proprietary or sensitive matters. All Confidential Information remains the property of Empowered Futures, regardless of whether it is explicitly marked as confidential.







- 5.1.3 You agree not to use any Confidential Information for any purpose other than fulfilling your Volunteer duties. Additionally, you agree not to disclose, share, or copy Confidential Information unless authorized in writing by Empowered Futures, or unless required by law.
- 5.1.3 Upon termination of your Volunteer role or at any time upon request by Empowered Futures, you agree to immediately return all Confidential Information and any copies thereof. You also agree to irretrievably delete or destroy all Confidential Information stored on any electronic device, including personal computers, email accounts, and Third-Party Platforms, as well as any derived materials in your possession or under your control.

#### 5.2 Retention of Confidential and Private Information

- 5.2.1 Empowered Futures will retain your personal information only for as long as necessary to fulfill the purposes for which it was collected, or as required by law. Once your personal information is no longer needed, it will be securely disposed of in a manner that protects your privacy and confidentiality.
- 5.2.2 The specific duration for which your personal information will be retained depends on the nature of your Volunteer role, legal obligations, and operational needs. Empowered Futures will take reasonable measures to ensure that your personal information is stored securely and remains accessible only to authorized personnel who need it to perform their duties.
- 5.2.3 If you choose to withdraw your consent for the use of your personal information, Empowered Futures will delete or anonymize your data unless retention is required for legal or contractual purposes.

#### 5.3 Photographic Release

- 5.3.1 You understand and agree that, during your Volunteer engagement with Empowered Futures, you may be photographed or videotaped for internal purposes or promotional materials. By agreeing to these Terms, you grant Empowered Futures permission to use any photographs, recordings, or other visual/audio representations of you, along with your name, image, likeness, or voice, for promotional, educational, or other purposes. This permission extends across all media formats, including but not limited to digital, print, social media, and broadcast, and is granted in perpetuity, without further compensation or permission.
- 5.3.2 You, however, may withdraw your consent. If you wish to withdraw your consent for the use of your image, name, or voice in future materials or communications, you may do so by providing written notice to Empowered Futures. Once we receive your notice, we will cease using your image, name, or voice in any new promotional materials immediately.





# 6.0 Intellectual Property Rights

6.0.1 For the purposes of this Agreement, "Intellectual Property" ("IP") refers to all creations of the mind, including but not limited to inventions such as patents, new processes, and designs; written materials such as documents, presentations, and reports; creative works including artwork, software, graphics, and videos; logos, trademarks, and branding materials; as well as trade secrets and other proprietary information.

# 6.1 Ownership of Intellectual Property

6.1.1 Any IP you create in the course of volunteering with Empowered Futures, either independently or in collaboration, is the exclusive property of Empowered Futures. This includes any work related to EF's mission, programs, or operations.

# 6.2 <u>Assignment of Rights</u>

6.2.1 By entering into this Agreement, you assign all rights, titles, and interests in any IP created during your Volunteer work to Empowered Futures. This assignment remains in effect indefinitely, unless Empowered Futures decides otherwise.

# 6.3 Restrictions on Use

6.3.1 You agree not to use, disclose, or distribute any Intellectual Property (IP) developed for Empowered Futures for any purpose without express written consent from Empowered Futures, including but not limited to personal or commercial gain and external projects unrelated to Empowered Futures.

## 6.4 <u>Legal Protections</u>

6.4.1 Any unauthorized use of Empowered Futures' IP may constitute a breach of this Agreement and may violate copyright, trademark, or other IP laws.

#### 7.0 Duration and Termination

## 7.1 <u>Duration of Agreement</u>

7.1.1 The Terms of Service shall remain in effect until you voluntarily withdraw from the volunteer program or Empowered Futures exercises its right to terminate your participation as described below.





# 7.2 <u>Termination by Empowered Futures</u>

- 7.2.1 Empowered Futures reserves the right to suspend or terminate your participation in the volunteer Program at its sole discretion, with or without cause. Grounds for termination may include, but are not limited to, the following:
  - Violation of the Volunteer Code of Conduct, including harassment, discrimination, or unprofessional behaviour.
  - Failure to meet role expectations, such as repeated absences or failure to fulfill assigned responsibilities.
  - Breach of confidentiality or non-compliance with Empowered Futures' policies.
- 7.2.2 Empowered Futures may, at its discretion, terminate your engagement as a volunteer immediately if a violation occurs that it deems significant.
- 7.2.3 If you believe that a decision regarding your engagement should be reconsidered or if you disagree with any actions taken by Empowered Futures, we encourage open and respectful communication. You are welcome to discuss your concerns with the relevant staff member or team lead. Empowered Futures is committed to fostering a fair and collaborative environment and will make reasonable efforts to resolve issues through dialogue.

# 7.3 <u>Voluntary Termination by Volunteer</u>

- 7.3.1 We understand that Volunteering may not always be a long-term commitment, and situations can change. Should you decide that you can no longer continue with your Volunteer role, we request that you inform us with reasonable notice. We aim to facilitate a smooth and respectful transition, but flexibility is key, and we understand that life circumstances can shift unexpectedly.
- 7.3.2 If you wish to terminate your participation, we request that you provide reasonable notice as soon as possible. This allows for proper transition and management of responsibilities. We encourage Volunteers to notify Empowered Futures in advance to help ensure a smooth transition.

# 8.0 Dispute Resolution and Governing Law

## 8.1 <u>Disputes between You and others</u>

8.1.1 In the event of a conflict or dispute between you and any other Volunteer or representative of Empowered Futures, you agree to first attempt to resolve the matter through direct,







respectful communication. If resolution is not achieved within thirty (30) days of initiating communication, either party may request Empowered Futures' intervention. Empowered Futures may, at its discretion, involve its Dispute Resolution Committee to facilitate a resolution. If necessary, Empowered Futures may suspend or terminate the participation of one or more parties involved.

# 8.2 <u>Disputes between You and Empowered Futures</u>

- 8.2.1 In the event of a disagreement, claim, or dispute arising between you and Empowered Futures during or after the termination of this Agreement, both parties shall first attempt to resolve the issue amicably through negotiation. Negotiations should begin within thirty (30) days from the date the dispute arises. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may submit the matter to mediation through the Alberta Court of Justice Mediation Program in the Province of Alberta, Canada.
- 8.2.3 The Civil Mediation Office will notify all parties of the mediation details, including the date, time, and location of the mediation, by sending a written notice to the addresses provided for service (via email or mail). Mediation may be conducted in person or virtually, depending on the circumstances and availability of the parties involved. If the matter remains unresolved after thirty (30) days of mediation, either party may bring the dispute before the appropriate court in the Province of Alberta for final resolution.

## 9.0 Volunteer Concerns and Conflict Resolution

9.0.1 If you have any concerns regarding the Volunteer program, your role, or anything related to Empowered Futures, we encourage you to first reach out to your supervisor or a team member. We will listen to your concerns and make an effort to address them in a way that aligns with our core values. The process for resolving concerns is designed to be supportive and respectful of all parties involved.

#### 10.0 General Provisions

# 10.1 Governing Law

10.1.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada. Any disputes arising under this Agreement will be resolved in the courts located within the Province of Alberta.

# 10.2 Severability

10.2.1 If any provision of this Agreement is found to be void, voidable, or unenforceable by a competent authority, the remainder of the Agreement will continue in full force and effect, unaffected by such determination.





# 10.3 Waiver

10.3.1 Failure by either party to exercise or enforce any provision of this Agreement shall not be deemed a waiver of that provision or any future enforcement of that provision. Any waiver of any provision of this Agreement must be in writing and agreed upon by both parties. No verbal or implied waiver will be considered valid unless explicitly agreed to in writing by both the Volunteer and Empowered Futures.

# 10.4 Health and Safety

10.4.1 You are required to comply with all relevant safety protocols while volunteering. If you have any medical conditions or concerns that may affect your ability to participate in volunteer activities, you must inform Empowered Futures immediately. This includes notifying us of any condition that could potentially impact your safety or the safety of others.

## 10.5 Insurance

10.5.1 Empowered Futures does not provide insurance coverage for Volunteers. Volunteers acknowledge that they are responsible for securing their own insurance, including but not limited to health, liability, and accident coverage, if needed.

## 10.6 Release of Liability

10.6.1 In consideration for receiving permission to participate in Volunteer activities with Empowered Futures, you, your personal representatives, assigns, heirs, and next of kin, freely and voluntarily, without duress, hereby release, waive, and discharge Empowered Futures, its directors, officers, employees, agents, Volunteers, and affiliates (hereinafter referred to as "Releasees") from any and all liability, claims, demands, or causes of action for personal injury, property damage, or any other harm arising out of or related to your participation in volunteer program, whether caused by the negligence of the Releasees or otherwise.

# 10.7 <u>Indemnity Agreement</u>

10.7.1 You agree to indemnify, defend, and hold harmless Empowered Futures and its Releasees from any claims, damages, liabilities, costs, or expenses (including, but not limited to, legal fees) arising from your violation of this Agreement, or any claims brought by third parties resulting from your actions.

## 10.8 Volunteer Relationship

10.8.1 By Volunteering with Empowered Futures, you acknowledge that your participation is voluntary and does not establish an employment, contractual, or financial relationship with Empowered Futures. You are not entitled to wages, benefits, or other compensation.







Empowered Futures assumes no responsibility for providing financial assistance, medical coverage, or liability protection in the event of injury, illness, death, or property damage.

# 10.9 Acknowledgment of Risks

10.9.1 By volunteering with Empowered Futures, you acknowledge that you have read, understood, and voluntarily agree to the terms of this Release and Indemnity. You are fully aware of the inherent risks associated with the Volunteer role, including but not limited to physical harm or injury, mental or emotional stress, data breaches, service interruptions, unauthorized access, and other risks that may arise during your participation. You accept these risks and understand that you are solely responsible for you own physical and mental well-being while engaging in the Volunteer activities, as well as for implementing necessary security measures to protect your data and devices.

#### 10.10 Survival

10.10.1 The provisions of this Agreement related to Privacy and Confidentiality, Intellectual Property Rights, Dispute Resolution, Governing Law, Waiver, Release of Liability, Indemnity, as well as any other clauses which by their nature are intended to survive termination, will remain in effect after the termination of this Agreement.

# 10.11 Entire Agreement

10.11.1 This Agreement represents the complete understanding between you and Empowered Futures concerning your Volunteer participation. It supersedes any prior agreements or understandings, whether oral or written.

## 10.12 Language of Agreement

10.12.1 If there is any inconsistency between the English-language version of this Agreement and any translated versions, the English version shall prevail.

# 10.13 Updates

10.13.1 Empowered Futures reserves the right to modify or update this Agreement at any time. Updated versions will be effective as of the date it is emailed to you or sent through notifications via EF Tools. By continuing to Volunteer, you accept the updated Terms.

# 10.14 Notice

10.14.1 Notices under this Agreement may be provided through: (i) email to the address you have provided, (ii) posting on other communication methods available through EF Tools. Notices sent by email are considered effective upon transmission, those posted on EF Tools are effective when posted.





Volunteer Terms of Service - V.1 - 2025-02-24

# 11.0 Contact Us

11.0.1 We welcome any questions or feedback regarding the Volunteer Program, EF Tools, this Agreement, or any of Empowered Futures' policies and guidelines. For contact details, including phone numbers, fax numbers, and email addresses, please visit the <a href="Contact provision">Contact provision</a> on Empowered Futures website.

BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.

Signature of Volunteer:	
Name of Volunteer (please print): Ye Phone Kyaw (Zayden)	
Address: A1212 - 6651 Ranchview Dr, NW, Calgary, Alberta	
Date: 11.07.2025	