

CIPMM JOB AD POSTING ON CIPMM WEBSITE

TERMS AND CONDITIONS

General

By using this job posting board you are responsible to have reviewed the terms and conditions and agreed to these.

Note: CIPMM will not facilitate any communication between applicants and employers.

Any references to “CIPMM” or “we” in this Agreement shall mean the applicable entity as set forth above.

The Site is made available for use by employers searching for applicants for employment openings and by job seekers searching for employment, by individuals and/or organizations seeking information related to hiring or human resources or seeking to make available information regarding employment openings, on their behalf or other’s behalf. Any other use shall be only with specific authorization from CIPMM.

If you are accessing or using the Site in your capacity as an employee or other representative of an Employer or Publisher, you are agreeing to this Agreement on behalf of yourself and such Employer or Publisher, as applicable, and you represent and warrant that you have the authority to bind such Employer or Publisher, as applicable, to this Agreement.

You acknowledge that CIPMM owns a copyright in the Site, Apps, and Services, including in information available through any of the foregoing.

We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. The “*Last Updated*” indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or

part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to post items on the site.

This Agreement hereby incorporates by this reference any additional terms and conditions posted by CIPMM through the Site, or otherwise made available to you by CIPMM. In particular:

- If you access or use the CIPMM Job Board, you are agreeing to be bound by the CIPMM terms and conditions
- For all other uses of the Site, you are agreeing to be bound by the CIPMM General Terms of Service

Terms of Service for Job Seekers

1. Job Ads or Job Listings

CIPMM Job Ads site are free to those individuals searching for employment openings (“Job Seekers”). Job Ads are created and provided by third parties over whom CIPMM exercises no control; you acknowledge and understand that CIPMM has no control over the content of Job Ads, links to or from Job Ads, or any conditions third parties might impose once a Job Seeker has submitted an application contact on Job Ad or other activities once Job Seeker has left the CIPMM site.

If you leave the CIPMM Site and choose to enter a third-party website, you accept any terms and conditions imposed by that third-party. CIPMM has no obligation to screen any Job Ads, or to include any Job Ads in its search results or other listings, and may exclude or remove any Job Ads from the Site for any or no reason. We cannot confirm the accuracy or completeness of any Job Ad or other information submitted by any Employer or other user, including the identity of such Employer or other user. CIPMM assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Job Ads, Company Pages, screener questions and responses, and assessments. Additionally, CIPMM may provide search options to narrow down Job Ads search results by job type categories (i.e. full-time, part-time, etc.), and such categories are created

independently and entirely by CIPMM, and may not directly or accurately reflect the content of the Job Ads.

2. Applying to Jobs Posted on CIPMM Site

CIPMM does not facilitate any job application submissions or communication between Job Seekers and Employers. Job Seekers must submit their information and inquiries to the contact listed on the Job Posting they are interested in. Any inquiries or applications for a Job Posting submitted to CIPMM will not be retained nor forwarded.

By using CIPMM, you agree that CIPMM is not responsible for the content of the Employer's job application, messages, screener questions, skills assessments or their format or method of delivery, and that CIPMM does not guarantee receipt of your application by the Employer, or your receipt of messages from the Employer.

CIPMM does not guarantee the identity of an Employer or any individuals working for any Employers, and cautions Job Seekers when applying to jobs. CIPMM cannot make any guarantee regarding health and safety measures in an Employer's process and work environment. CIPMM does not guarantee the validity of a job offer. Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer.

CIPMM is not liable for any claims arising out of your inquires, application, or contact with an employer or individual you were connected to through use of the CIPMM Job Board and you release CIPMM from any such claims.

CIPMM assumes no liability for the misuse, sharing or other utilization of information and/or data you share or transmit to the employer or their representatives.

You understand and agree that you access the job ads posted by CIPMM at your own discretion and risk and that CIPMM disclaims all liability arising out of your contact with employers or their representatives or other contact arising from any

contact you have with individuals arising out of your utilization of the CIPMM job ad site.

CIPMM is not a third party beneficiary of or liable for any agreements between an Employer and Job Seeker, regardless of whether or not CIPMM receives a fee from the Employer in connection with the job posting. CIPMM will not be liable for any costs or damages arising out of or related to such transaction.

If you do not agree to any part of these terms, do not continue your use of the Site.

Terms of Service for Employers

The following terms and conditions apply to all Employers and other users who access or use the Site as intended for individuals and/or organizations seeking to make available information regarding employment openings, on their behalf or other's behalf, including but not limited to agencies purchasing for multiple parties, or otherwise use the site covered by this Agreement. For purposes of the terms of service, all references to "you" or "your" shall mean you, the individual or organization submitting job postings and/or accessing this Site in your capacity as an Employer.

As an Employer, your postings requested are for business use and not for personal use. CIPMM is not responsible for and disclaims all liability if your information is used improperly or falsely by a third party. You agree to indemnify and hold harmless CIPMM from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation legal fees and costs) that result from the sharing of the information on your posting or any matter that occurs as a result of your posting. You agree that CIPMM assumes no liability in regards to the accuracy of the statements in your ad and that you are fully responsible for said accuracy.

You are responsible for the contents of your emails, postings, communication, screening, assessment or any other contact and communication you have with an individual replying to your Job Ad. You agree that CIPMM is not responsible for such content and disclaims all liability for such content, including as to whether such content is legal. You agree that CIPMM may reject or remove any portion of the job

ad listing for any or no reason. CIPMM has no ability to verify the contact information provided by you. In the event you provide incorrect contact information, it shall be your responsibility to correct through a request to CIPMM and to take any steps necessary to protect the privacy of such Job Seekers, and by submitting a Job Ad for posting on the CIPMM site, you indemnify CIPMM for any damages resulting therefrom.

CIPMM does not verify the identity of any Job Seekers who apply to your job listing, nor does CIPMM know a Job Seeker's motivation for applying to your job listing, and thus provides no guarantee as to the Job Seeker's qualifications or interest in your job listing. You agree that CIPMM assumes no responsibility for the communications between you and the Job Seeker, which communications are yours' and the Job Seekers' sole responsibility.

You shall indemnify, defend and hold harmless CIPMM, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any Job Ad created by you or any message sent by you or to you as a result of your Job Ad.

This Agreement and any Dispute arising out of or in connection with this Agreement or related in any way to the Site will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the province of Ontario and applicable federal laws of Canada. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in Ontario, Canada. Each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Ontario, Canada.

By using the Site and in return for the services offered by CIPMM, you acknowledge that CIPMM can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you agree not to sue CIPMM as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against CIPMM regarding your use of the Site. If you do not agree to any part of these terms, do not continue your use of the Site.

Job Ad Content

You must not post any content that is unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You must also not post any content that contains proprietary information, trade secrets, confidential information, advertisements (other than Job Advertisements permitted by this Agreement), solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any content containing official identification information (whether your own or of another person). Posting such identification information may lead to identity theft and other adverse consequences. CIPMM may remove any such identification information, but does not undertake any obligation to do so, and has no responsibility and disclaims all liability for any posting of such identification information. CIPMM reserves the right to change the display Job Ads on its Site, including, but not limited to, hiding fields, rearranging its format, and changing visual elements.

Although CIPMM has no obligation to do so, CIPMM may monitor content, and reserves the right to delete any content or portion thereof that, in CIPMM's sole discretion, violates the above rules, including any content that is unrelated to the specific portion of the Job Ad on which it is posted, or that is an advertisement, recruiting or other commercial message (other than Job Advertisements permitted by this Agreement), or that CIPMM deems in its sole discretion to be inappropriate.

CIPMM reserves the right to refuse any posting or drop any Job Ad posting without limitation for any reason or no reason at all without covering any costs that you may incur as a result, nor providing any reimbursement of any type.

CIPMM does not guarantee performance or placement of Job Ads. There is no guarantee that a Job Ad will get a particular spot on the page, or that it will be called out with special wording, but means that it will be placed by CIPMM in accordance with CIPMM's judgment and discretion.

By requesting a job ad to be posted you are requesting CIPMM to manage this relative visibility and exposure on the CIPMM Job Ads page. You acknowledge and agree that such management of Job Ads is in CIPMM's sole discretion and is provided without warranty as to how and where CIPMM shall place such Job Ads.

Cancellation

Unless otherwise stated in any other written agreement to advertise with CIPMM, you may request cancellation of any posting at anytime, with its removal occurring within 48 business hours from the time of written request received by CIPMM. No refunds (full or partial) will be given for cancellation of Job Ads that are posted.

CIPMM may cancel and remove any Job Ad based on its sole discretion as a result of a complaint or CIPMM observations of content that are in violation of the terms of agreement. This cancellation may occur without notice to the Employer/person that submitted the ad, although notice will be sent within 2 working days of cancellation. Cancellations by CIPMM due to complaint or violation of the terms of the agreement at the discretion of CIPMM will not result in refunding full or part of fee paid.

By submitting your request to post a Job Ad to CIPMM, you agree that CIPMM is under no obligation to accept, host, or publish your Job Ad. That decision is entirely CIPMM's in its sole discretion. You will not be charged if CIPMM does not post your ad, however early termination of the ad for any or no reason will not result in a refund (neither full nor partial).

Terms of Payment

You shall be charged for your Job Ad as follows (these prices are plus applicable tax and payment must be received prior to posting or extension).

CIPMM may change prices at anytime, with any resulting extensions being in accordance with the new price.

CIPMM Job Ad Board is postings are charged per posting for up to 45 calendar days and new charge for each subsequent extension up to 45 days requested. Note that no pro-rating for shorter duration postings will occur and no refunds will be given

if cancelled by requestor or CIPMM prior to 45 day period ending). See current submission form for pricing.

Other General Terms for all Users

Using our Site

Use of any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping or crawling) is prohibited. CIPMM reserves the right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorized use of the Site. If you wish to make use of the Site in any capacity other than that of a Jobseeker or Employer, or if you wish to purchase CIPMM services that utilize the Site, you must have a prior written agreement with CIPMM to do so, or have accepted CIPMM's online terms of service. We reserve the right at all times (but will not have any obligation) to terminate Job Ads, users, and reclaim URLs, for any reason or no reason without having to provide explanation.

Job Ad Content

Job Ad content may be inaccurate, incomplete, misleading or deceptive. CIPMM does not endorse and is not responsible for any content, including any opinion, advice, information, or statement contained therein. You acknowledge that by accessing the Site, you may come into contact with content that you find harmful, offensive, threatening, indecent or objectionable, including, but not limited to, explicit language and other potentially offensive material, and you acknowledge that CIPMM shall have no liability with respect to such content.

If you believe that any content violates this Agreement or our policies, please contact CIPMM immediately so that we may have the opportunity to consider its removal. You acknowledge and agree that CIPMM does not have any obligation to host or remove any content, and i) the interpretation of whether any content violates any CIPMM policy, ii) whether to publish or to withdraw from publication any content, and iii) whether to exclude any material that any party seeks to post on the Job Ad site will always remain within the sole discretion of CIPMM.

You agree that CIPMM has no liability to you or anyone else arising from its editorial decisions. You acknowledge and agree that CIPMM does not have any obligation to screen any Job Ad content, or to include any content, and may exclude or remove any content from publication for any or no reason.

CIPMM reserves the right to disclose all content and other relevant information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its visitors; and to comply with legal obligations or governmental requests. Without limiting the generality of the foregoing, CIPMM reserves the right (but is under no obligation) to remove any Job Listing that directly or indirectly discriminates against job seekers. You understand and agree that it is your responsibility to refrain from posting any Job Ad that directly or indirectly discriminate against job seekers or otherwise violate applicable law.

Other

Unless you have been specifically permitted to do so in a separate, written agreement with CIPMM, you agree that you will not crawl, scrape, reproduce, duplicate, copy, sell, trade or resell the CIPMM site or content for any purpose. Using or providing any false, fake, or fictitious name or contact information in connection with the site is grounds for immediate termination of your posting. You agree that you are solely responsible for (and that CIPMM has no responsibility or liability to you or to any third party for) any breach of your obligations under this Agreement and for any consequences (including any loss or damage which CIPMM may suffer) of any such breach.

Under no circumstances shall CIPMM be liable to you or any third party on account of your use or misuse of or reliance on the Job Ad posting or any communication or activities resulting from this (directly or indirectly). Additionally, under no circumstances shall CIPMM be liable to you or any third party on account of your use or misuse of or reliance on any information on the CIPMM site.

CIPMM further disclaims all liability for any technical malfunction of the Site of any nature, or any third party website or combination thereof, including injury or damage to your or to any other person's computer, mobile device or other

hardware or software, related to or resulting from using or downloading any Content in connection with the Site or Services. Under no circumstances will CIPMM be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

Without limiting the foregoing, under no circumstances shall CIPMM be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any delay or failure in fulfillment or performance resulting, arising out of or caused by, directly or indirectly, or results from acts, causes, forces or circumstances beyond its or their control, If you are neither a job seeker nor an employer as defined in this Agreement and are not using the Site as intended by CIPMM, this Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Ontario, Canada.

Severability and Reformation

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation. The unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Questions or Complaints

If you have a question or complaint regarding the Site, please contact us at:

jobs@cipmm-icagm.ca

Miscellaneous

This Agreement (including any other section of this Agreement like the CIPMM constitutes the entire agreement between the parties with respect to the subject matter hereof, including any and all provisions applicable to the parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CIPMM. This Agreement, together with any amendments and any additional agreements you may enter into with CIPMM in connection with the Site, shall constitute the entire agreement between you and CIPMM concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and a CIPMM representative shall not constitute an amendment or alteration of this Agreement.

By accessing or using the Site, you signify your assent to this Agreement and agree to comply with all applicable laws and regulations. Any use of materials or descriptions, any derivative use of the Site or its materials, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event may you frame any portion of the Site or any materials contained therein.