

## PRIVACY POLICY

*Overview.* Matrix Professional Staffing Solutions Inc. ("Matrix") maintains this website for its staffing business and as a service to applicants, candidates, client companies and other visitors. This Privacy Statement is designed so that you may understand how we collect and use data through our website, and to help you make an informed decision about using our website. We will not forward your emails, documents, attachments or messages to another site. We do not respond to correspondence that contains offensive language. If you have concerns about our data practices, please do not use the website.

*Collection, Use, and Sharing of Information.* We collect two types of information from visitors to our website: (1) Traffic data, which shows for example, how many times and which pages are visited, but does not contain personally identifying information; and (2) Personal information, which visitors knowingly choose to disclose. Traffic data is collected by data files such as "cookies" and log files. Personal information includes contact data, such as your name and e-mail address, work experience information and resume information. Further details on the collection and use of the information are below.

a. *Traffic Data.* When you visit the website we automatically collect information about your computer, server and browser. It does not personally identify you. Files such as "Cookies" and "Log Files" collect and track this information. Clicking on "Banner Ads" may also do this. We use such data to administer the site and make your visit more efficient. We may share this data, in aggregate, with partners and advertisers.

b. *Personal Information.* We collect personal information, for example, when you send us an e-mail, submit your resume, login as a candidate or current client company, or enter a contest. We use your e-mail address and telephone number to respond to you. We use your resume and job request information in our staffing business. You should expect that we will disclose this information to companies and individuals in finding a potential job match or fulfilling a staffing request. We may not always contact you before this is shared. We may also share information with third parties to provide services to you in our business. We do not sell your data to third parties.

c. *How We Use Your Personal Information.* By choosing to enter and submit information to Matrix, you are consenting to Matrix's collection, use, and disclosure of such information for the purposes as outlined herein. We may from time to time use your personal information to send you electronic communications regarding our services and promotions including employment related information. You are giving your consent to receive promotional and professional email communications from all Matrix staff if you do not unsubscribe. If you would prefer not to receive electronic messages from Matrix, you can immediately reply to Matrix and opt out of receiving electronic communications from us at any time.

d. (i) *Registration as an Applicant or new Client Company.* When a user applies online to our staffing services, they submit further personal information such as an applicant's employment history or client company's staffing request details. (ii) *Candidate Screening & Testing Policy.* All test scores remain the property of Matrix. Candidates may not remove test materials from the test site and may not reproduce, reconstruct, or discuss the test content with others. Additionally, candidates may be disqualified from consideration to the positions for which the test is being held. Unauthorized possession or disclosure of the test materials is prohibited. (iii) *Passwords.* If an account is opened within this website, we may issue you login information including a password. You are responsible for maintaining the confidentiality of your account credentials and notify Matrix immediately if you believe your account has been compromised. (iv) *Employment.* You agree that Matrix does not warrant that you will receive employment or job offers through this website. We shall not be responsible for any employment offers or decisions presented by third parties. We do not guarantee the accuracy, completeness, validity, or

timeliness of information listed by any third parties. We are not responsible for any materials posted by third parties, including, but not limited to, job openings and employment listings and we are neither your employer nor your agent in any regard. You shall use your own judgment, caution, and common sense in evaluating any prospective employers and any information provided by any third party.

e. *Disclosure of Data.* We will also disclose your data as needed to operate our systems, protect yourself and our users, in the event of a corporate reorganization, sale or merger of any of our businesses, and if compelled by the government, or to comply with law.

*Your acceptance of our Privacy Practices.* By using this website or any other Matrix website or interactive banner ads, you signify your acceptance of our Privacy Statement, and you will adhere to the terms and conditions posted on the website.

*Access to Your Personal Information.* At any time, you can ask for a copy of your personal information by sending us an e-mail. If you wish, please request a more secure way to communicate with us.

*Security.* (a) Only employees who need the information to perform a specific job (for example, a placement representative or a customer service representative) are granted access to personally identifying information.

(b) We have certain secure databases where we store data. We also store your personal information in paper document files in our office.

(c) The processes of our business include sharing your personal information with others to carry out our staffing services, that is, to try to find job matches for applicants and fulfill staffing service requests of client companies.

(d) For the most part, communication with us through the website is via e-mail transmission. E-mail transmission can be accessed or intercepted and decrypted by other internet users. Please contact us for other methods other than e-mail, if you want to keep certain information confidential.

*Links to Affiliated Company Sites and Third Party Sites.* This website may contain links to other sites. Please be aware that we at Matrix are not responsible for the privacy practices of such other sites. We encourage our users to be aware of when they leave our site, and to read the Privacy Statements of each and every website that collects personally identifying information. This Privacy Statement applies solely to information collected by this website.

*Updates and changes.* If at any time we make changes to our Privacy Statement, they will be posted on our website.

*No legal rights created.* This Privacy Statement does not by itself create any legal rights. For a statement of legal principles governing use of this website, please see the Legal Statement.

*Children's Online Privacy Protection.* This website is not intended for use by Minors and does not direct content to Minors. If you allow a minor child to use this site, you shall be responsible for all such use.

## **LEGAL STATEMENT, TERMS & CONDITIONS**

This is a binding agreement between Matrix Professional Staffing Solutions ("Matrix") and any candidate or client wishing to use the services we offer and must be agreed to in advance. The information contained and the opportunities provided by Matrix are intended for proper and honorable use in placing prospective candidates for employment with appropriate clients. We will not forward your emails,

documents, attachments or messages to another site, nor do we respond to correspondence that contains offensive language.

Your access to or use of this site is free for its intended purposes as stated below, and all users hereby accept the following terms and conditions.

### **Acceptance of Conditions of Use**

Matrix maintains this website as a service to applicants, candidates and client companies. Matrix is the sole interpreter of the site's intended and acceptable use. The terms and conditions of use set forth in this Legal Statement apply to use of the website. By using the website you are indicating that you accept them and agree to be bound by them. If you do not agree with them, please do not use the website.

### **Intellectual Property**

All content, organization, graphics, design, compilation, technology and other matters related to this website (individually and collectively "Material") are the property of Matrix or its suppliers and protected under applicable Canadian laws of copyright, trademark, and other proprietary (including but not limited to intellectual property) rights. You may not use the Material except for your own personal non-commercial use of the site, and in connection with Matrix's services. You may not otherwise copy or redistribute.

### **Submitting Information to Matrix**

All emails, messages, ideas and suggestions sent to Matrix will become the sole property of Matrix. We attempt to take the best measures with internet security, however, the internet is an open communication system and we cannot and do not guarantee that any personal information you enter over the internet will not be intercepted by others and decrypted. Matrix assumes no liability for interception of such transmissions; they are transmitted at the sole risk of the user. If you are concerned with submitting any confidential information, please do not submit the online forms. You may wish to contact us directly with your inquiries or requests.

### **No Warranties**

Matrix does not warrant the quality, accuracy or completeness of any information on our website. Such information is provided on an "as is" basis without warranty or condition of any kind, expressed or implied. This website may include inaccuracies or typographical errors. In no event shall Matrix be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available on this website. Matrix does not warrant that code, content, files, access or any combination of them are free of errors, viruses or corruptions.

### **No Endorsement**

No endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on, or linked from or to this website.

### **Privacy Statement**

Matrix respects your privacy. Our goal is to be your trusted, objective source for the provision of office support services. When you visit our website, information we gather about you is used to provide you personalized services of value and benefit to you. Our Privacy Statement posted on this website sets out how personal information is collected and used. By using the website, you signify your acceptance to those terms.

## **Dispute Resolution**

You agree that, in the event a dispute arises between Matrix and you, you will attempt, in good faith, to resolve such dispute in an amicable and equitable manner. However, if any dispute cannot be so resolved, then you agree that the matter will be decided as follows: The laws of the Province of Ontario will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

## **Site for Use in Canada**

This site may only be used in accordance with applicable Canadian laws. If you are accessing this website from outside Canada, you do so on your own initiative, and you are responsible to ensure compliance with the laws of Canada (which include export control laws applicable to software) and the laws of your jurisdiction.

## **Information**

The website contains information about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information. Information about companies other than ours should not be relied upon as being provided or endorsed by us.

## **Children's Online Privacy Protection**

This website is not intended for use by Minors and does not direct content to Minors. If you allow a minor child to use this site, you shall be responsible for all such use.

## **E-mail Communications**

E-mail addresses may from time to time be required in order to request the services or information you need. We do not give out e-mail addresses to third parties or any other parties for unsolicited e-mail communications or for any illegal purposes. The choice of how much personally identifiable data about yourself you disclose is left completely up to you. We will never willfully disclose individually identifiable data about our clients, candidates, associates, consultants or customers to a third party without first receiving their permission. Matrix is taking reasonable and appropriate measures to ensure that your personal information is disclosed only to those specified by you. However, the Internet is an open communication system and we cannot and do not guarantee that the personal information you have entered over the internet will not be intercepted by others and decrypted.

## **Links To Other Web Sites**

Links to other websites on this site are provided solely as a convenience to you. Matrix has not reviewed the sites and does not control and is not responsible for any of these sites or their content. Thus, Matrix does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the sites linked to this site, you do this entirely at your own risk.

## **Limitation of Liability**

In no event will Matrix, its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If

your use of the materials or information from this site results in the need for servicing, repair, or correction of equipment or data, you assume all costs thereof. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the website and will not make a claim against Matrix for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the materials. All reasonable care is taken by Matrix to prevent computer viruses or other harmful mechanisms from affecting programs, data transmission, and computer hardware. However, we cannot be responsible for any loss, damages, or errors, including typographical inaccuracies, which may result from electronic exchange of information or the use of this website. There is no guarantee of results regarding success, effectiveness, or timeliness of this website in meeting the employment objectives of candidates. There are no assurances or guarantees provided by Matrix to candidates, associates, or clients that a suitable position for employment will be found.

### **Changes**

Matrix reserves the right to change or revise any information on this website at any time including but not limited to revising and/or deleting features or other information without prior notice, and without liability. You should periodically review these. We shall deem your continued use of the website your acceptance to any such changes. Matrix can terminate or restrict access to this website. The content presented at this site may vary depending upon your browser limitations.