

Confidentiality and Data Protection Policy

* In the event of any discrepancy between the French and English texts, the French text shall prevail.

Updated as of December 10th, 2021

1. Preamble

The protection of Data (as defined below), particularly Personal Information (as defined below) is very important to us and our Trusted Third Parties (as defined in our [Terms and Conditions of Use](#)). The means that we implement to ensure confidentiality and to protect your Data meet the highest standards outlined by Laws (as defined below) and best practices in the field.

The Trusted Third Parties we choose are committed to protecting your Data to a level at least equivalent to ours by, among other things, adhering to and implementing the elements described in this Confidentiality and Data Protection Policy.

The Confidentiality and Data Protection Policy (the "Policy") presented below sets out the principles we follow and explains our practices regarding the processing, including direct collection from you and indirect collection from certain trusted third parties, use, controlled disclosure, sharing with certain trusted third parties, aggregation, statistical processing, retention and destruction, of private data in accordance with the laws in force in Canada and Quebec (the "Laws").

The Acts on which this Policy is based are mainly the following: 1. *the Act respecting the protection of personal information in the private sector*, S.Q. ch. P-39.1 (Quebec), and 2. *the Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada), as well as the regulations, interpretation bulletins, notices and decisions of the bodies responsible for their enforcement.

Certain provisions of the Policy exceed the requirements of these Laws, given the importance we place on protecting your Data. With this in mind, where possible and relevant in the context of the Mission (as defined below) pursued by CMAI, the Policy also incorporates certain principles of recent European regulations set forth in the General Data Protection Regulation ("GDPR").

This Policy also describes the Data protection rights you have, including the right to object to some of the processing we perform.

The statement in this Policy is supplemental to the [Terms and Conditions of Use](#) (the "Terms") and includes our treatment of cookies ("Cookie Policy") described in Section 17.

In the context of this Policy, the words "you", "your" and "Concerned Person" refer to any identified or identifiable person who consults or browses the Site, who registers and uses the Platform for any reason whatsoever or who benefits from the Services and about whom we collect Personal Information.

The words "we", "us" and "our" refer to the "Canadian Mobility and Aerospace Institute - CMAI" ("CMAI"), its employees and its business and operational units.

In addition, capitalized terms and expressions that are not otherwise defined in this Policy have the meanings ascribed to them in the Terms and Conditions.

2. Introduction

The mission (the "Mission") of the website and work-study placement interactive platform ("PLACEMENT SPOT™" or the "Platform") is to offer multidisciplinary students (the "Students") and businesses working in the field of mobility (the "Businesses") a one-stop value-added matching service ("Pairing") designed to support and increase the development of the next generation throughout their careers, including through the provision of workplace learning opportunities (each of which is an "Opportunity"). Opportunities include, among others, work-study internships (each, an "Internship") and value-added services (the "Services").

The Site and the Platform are operated by its owner, CMAI™, a not-for-profit corporation duly incorporated in Canada and registered in the Registre des entreprises du Québec, which offers students attending post-secondary educational institutions (the "Educational Institution") on-the-job learning opportunities in the mobility and aerospace industries.

As set forth in the Terms, by browsing the Site, you provide us with non-personal data that does not identify you as an individual ("Non-Personal Data").

On the other hand, in order to be able to use the functionalities of the Platform, we ask you to provide us, with your consent, with information that concerns you and that directly or indirectly identifies you as an individual, whether you do so in a personal capacity or on behalf of the organization you represent ("Personal Information").

In addition, we may also collect Personal Information when you take advantage of an Opportunity or one of our Value-Added Services, when you communicate with us or one of our trusted Third Parties, in writing or verbally, in person, by mail, e-mail, telephone or any other means of communication, as well as when Personal Information is provided to us by a third party (e.g., former employer, educational institution, etc.).

In the text of this Policy, when we refer to both Non-Personal Data and Personal Information, we will use the term "Data".

In what follows, we set out the principles we follow and explain our practices regarding the handling, including collection, use, disclosure, sharing, aggregation, retention and destruction, of Data, particularly as they apply to your Personal Information.

3. Chief Privacy Officer

In order to ensure that the processing of Data complies with this Policy and the Laws, we have appointed the following person as Chief Privacy Officer ("CPO"):

Dominique Sauvé
Chief Privacy Officer (CPO)
Canadian Mobility and Aerospace Institute - CMAI
673, rue Saint-Germain
Saint-Laurent (Québec)
H4L 3R6
Email: dsauve@cmai-imaca.ca

4. Personal Information and Non-Personal Data We Collect

At various stages of our dealings with you, we collect and process various Data. The table in Appendix A below lists the information we collect from you as a Member so that we can fulfill our Mission. The table also specifies what information you are required to provide in order for us to serve you, what information is optional, and how we use it.

Please note that if you provide us with Personal Information about anyone other than yourself, you must ensure that they understand how their Personal Information will be used and that they have given you written authorization to disclose it to us and to allow our Trusted Third Parties to use it, if applicable.

5. Purposes of Collection of Personal Information and Non-Personal Data

We collect your Data in order to carry out our Mission and provide the Services for which you wish to do business with us. We collect, use and disclose this information, including to our trusted third parties, only to the extent required for these purposes.

If we need to use or disclose your Non-Personal Information or Personal Information for purposes other than those mentioned in this Policy, we will ensure that we obtain your Consent before using or disclosing such information, except in the circumstances described in Section 9 (Disclosure and Retention) of this Policy.

In general, we collect and process your Data, where applicable, to the extent permitted by law, in particular to:

- i. Carry out our activities, render our services and respond to our legitimate interests;
- ii. Offer you Opportunities and Value-Added Services and facilitate the identification, matching, selection, hiring, documentation and follow-up of your achievements throughout your career;
- iii. Conduct background checks, when necessary and with your permission;
- iv. Communicate Personal Information and Non-Personal Information, as the case may be, to trusted Third Parties that we have scrupulously chosen so that they can contribute through

their work to the realization of our Mission and to render the services for which you wish to do business with us;

- v. Administer and manage our relationship with you;
- vi. Aggregate information for statistical analysis for such purposes as providing a better match, better opportunities, better services and to meet our accountability requirements;
- vii. Exercise or defend our legal rights, comply with court orders, submit to compliance audits, testing and reporting that may be required by law or to meet the requirements of our insurers;
- viii. Collect information about your preferences in order to customize our services and communications with you to improve the quality of our services and communications with you while respecting our policies and commitments;
- ix. Monitor and analyze your use of our Site, Platform and Services, if applicable;
- x. To ensure that the content on our Site is useful to you and presented in an effective manner;
- xi. Detect and prevent security threats, fraud and other criminal or malicious activities to ensure the security of our communications, computer systems and business processes;
- xii. Keep you up to date with the latest news, announcements and other information about our services, events and initiatives;
- xiii. Send you promotional material that you have chosen to receive and for which you can unsubscribe at any time by following the unsubscribe instructions in each email;
- xiv. Subject to obtaining your prior Authorization and in the event that you have not found an Opportunity, share with certain trusted Third Parties certain Data about you so that the Third Party can send you information about other opportunities compatible with our Mission.

We will not use Personal Information for purposes other than those for which it was collected, unless you have consented, unless there are legal or security reasons why your consent cannot be obtained, or unless we are permitted or required to do so by applicable law.

6. Collection of Personal Information from Third Parties

We will only collect Personal Information about you from third parties after obtaining your Authorization to do so or as permitted by law. For example, as set out in the Terms and Conditions, in order to achieve our Mission, if you are a Student, we must obtain, with your consent, certain Personal Information about you from your Educational Institution and from the Businesses in which you have already or are currently pursuing an Opportunity.

In certain circumstances, we may be required, under applicable law and regulatory requirements, to collect, use or disclose your Data, if any, without your knowledge or consent. In such cases, when the Personal Information has not been provided to us by you, we will inform you, in response to a request from you, of, among other things, the contact information of the source, the purposes

of collection, the purpose and the nature of the information obtained. However, we are not required to inform you of the above if:

- i. You are already informed of the existence of the request made to us;
- ii. The transmission of this information is impossible or would require disproportionate efforts;
- iii. Applicable law expressly allows for obtaining and communicating this information and taking appropriate measures to protect your legitimate interests;
- iv. Personal Information must remain confidential, being subject to an obligation of professional secrecy required by law.

Finally, you too can provide us with Personal Information about other people. If so, you consent to obtain, before such information is disclosed to us, the informed and written consent of each of these individuals to the disclosure of their Personal Information and to our subsequent use of such Personal Information in accordance with this Policy, unless otherwise permitted by law.

7. Consequences of a Refusal to Provide Personal Information

You may refuse to provide us with certain Personal Information that we ask you to provide or that one of our Trusted Third Parties asks you to provide.

However, we or our Trusted Third Party, if applicable, may not be able to provide you with the services for which you wish to do business with us.

In the event that CMAI acts as an intermediary, this could also result in the end of the Matching process being carried out by CMAI at the time of the refusal. Furthermore, insofar as this Personal Information is necessary for the opening of the Account and the maintenance of the Member status, this refusal could result in the loss of the Member status and the closure of the Account.

However, you will be notified if any of these situations arise.

8. Data Processing During Use of our Site and Platform

8.1 Information Collected as a Result of Your Use of Our Site and Platform

In order to facilitate your use of our Site, or for future communications, we and our Trusted Third Parties, if any, may use cookies to collect information about your Internet connection and the manner and time of your visit to the Site and Platform. This information includes, but is not limited to, your IP address, location data, logs of your activity on the Site, time, date, language preferences, the browsers you use, referred Internet addresses, other communications data, searches performed, and pages visited.

Any marketing email from us or our Trusted Third Parties, as applicable, may contain an "Internet tag" unique to its advertising campaign to confirm that it has been opened and, when combined with other technologies, if you have clicked on links in the email. We and our Trusted Third Parties may use this information to, among other things, determine which emails are of most interest to

you and whether you want to receive emails from us and our Trusted Third Parties. The Internet tag will be removed when you delete the email. If you do not want the Internet tag to be downloaded by your device through your customer email, you may choose not to download images from us or our Trusted Third Parties, if applicable.

You may also choose not to click on links in marketing emails from us or trusted third parties. This information may be linked to your personal identity.

Further details are provided in the Witness Policy described in section 17 of this document.

8.2 Features of Social Media Widgets

Our Site and Platform may include social media features such as the "Share" button or interactive mini-programs that are operated from our website or Platform. These features may collect information such as your IP address and the pages you visit while you are browsing our Website or Platform and may set a cookie to enable them to function properly. Social media widgets and other features are hosted by a third party or directly by our Website or Platform. Your interactions with these features are governed by the confidentiality policy of the company providing these services.

8.3 Links to Third Party Sites

Our Site and Platform, where applicable, include links to other websites that are governed by confidentiality practices that may differ from ours. If you transmit Personal Information to any of these sites, such information is governed by their confidentiality policies. As specified in points 13 and 14 of our General Terms and Conditions of Use, we disclaim any civil or other liability with respect to third party websites. Please read the confidentiality policy posted on any third-party website you visit through our Site or Platform, if any, before submitting Personal Information to such sites.

9. Disclosure and Retention

9.1 Disclosure of your Personal Information

In order to be able to provide you with the services for which you wish to do business with us, we may share your Personal Information with the following entities:

- i. the Trusted Third Parties we use to provide services to you, i.e. the organizations, institutions and companies described in point 7 of our General Terms and Conditions of Use;
- ii. to government or regulatory authorities, for example, to verify your eligibility to pursue a workplace learning opportunity.

9.2 Collection, Use, Disclosure and Storage Outside of Canada

We, and our Trusted Third Parties and other third parties (see Section 6 of this Policy) to whom we disclose information under this Policy, may operate outside of Canada. Any Personal Information about you that is used, stored or accessed in countries other than Canada may be subject to the laws

of those countries (for example, where a third-party service provider operates globally). As a result, Personal Information may be disclosed pursuant to valid requests or requirements of government authorities, courts, or law enforcement authorities of foreign countries.

If you have any questions about the collection, use, disclosure or storage of Personal Information outside of Canada, please contact CMAI's Privacy Officer, whose contact information is provided above in section 3.

9.3 Retention

As set forth in Section 7 of the Terms and Conditions, we retain and maintain Personal Information and Non-Personal Information only for as long as reasonably necessary to fulfill the purposes for which it was collected, including to meet the legal and accounting requirements of CMAI and the Businesses with which you have been involved as a Member. Unless otherwise stated and except as mentioned below, when a Member closes his or her Account, we retain the Data for a period of 12 months after which the Data is completely and permanently deleted. In addition, we require trusted third parties to honor this commitment.

As also specified in point 7 of the Conditions, since our Mission involves a continuous learning process that continues over a long period of time, all or part of your Data will be retained for this period, unless, of course, you withdraw your Consent and Authorizations. In such a case, the benefits associated with the existence of certain Data concerning you, such as those related to certifications or training certificates obtained as a Member, could be lost following the destruction of this Data. It is therefore your responsibility to ensure that you download and retain your Data; CMAI cannot be held responsible for the loss, deletion or destruction of your Data.

If you have any questions about the retention of Personal Information, please contact CMAI's Privacy Officer, whose contact information is provided above in Section 3.

At the end of the applicable retention period, we will securely destroy your Personal Information and Non-Personal Information, if applicable, in accordance with applicable laws and regulations and our document retention policy. We require Trusted Third Parties to comply with this commitment as well.

10. Accuracy of Personal Information

We use reasonable efforts to maintain the accuracy of your Personal Information and to ensure that it is complete and up to date.

Since the quality of the functionalities of our Platform depends, among other things, on the accuracy of your Personal Information, we will contact you periodically so that you can confirm that this Personal Information is up to date or that you make the necessary updates.

However, as mentioned in point 9 of the General Terms and Conditions of Use, you are fully responsible for the truthfulness, accuracy, updating, legality and relevance of the information and Personal Information that you provide to us, that you deposit on the Platform and that you provide to us by other means. The same applies to Personal Information that you provide to Trusted Third Parties, where applicable.

If you become aware of any inaccuracies in our records, the records of the Trusted Third Party or if your Personal Information changes, please inform CMAI's Privacy Officer, whose contact information is provided above in Section 3, or the Trusted Third Party, as applicable, without delay.

11. Protection of Personal Information

We are committed to protecting the confidentiality, integrity, availability, and privacy of your Personal Information. In particular, we use high level physical, electronic and organizational security measures that are appropriate to the sensitivity of the Personal Information.

Unfortunately, as mentioned in point 12 of the General Terms and Conditions of Use, the transmission of information over the Internet is not completely secure since no system can guarantee absolute security.

Although we are committed to using the technical and human resources that meet the highest standards set forth by the laws and best practices in the field to protect your Personal Information, we, unfortunately, cannot guarantee the absolute security of information transmissions through our Site or our Platform. Any transmission is made at your own risk. Once we have received your Personal Information, we are committed to applying our highest security measures to prevent unauthorized access, use and disclosure. However, it is your responsibility to act with prudence and diligence and to inform us of any problems you detect.

We intend to store and process your Personal Information at the locations set out in [Appendix B](#) of this Policy. We have also established agreements and controls with our [Trusted Third Parties](#) to require them to protect, in a manner comparable to what is set out in this Policy, the Personal Information they store, handle, and process.

12. Openness and transparency

We are committed to being open and transparent about our policies regarding the protection of your Personal Information and Non-Personal Information and invite you to contact the Privacy Officer if you have any questions or to visit our Site at www.PlacementSPOT.ca.

13. Your Rights

13.1 Miscellaneous Rights

You have various rights with respect to our use of your Personal Information:

- i. **Access:** You have the right to request a copy of or access to your Personal Information that we maintain. However, we may not disclose your Personal Information to you where disclosure would reveal Personal Information about another person or would be in violation of applicable laws. If you wish to obtain a copy of or access your Personal Information, please contact us using the contact information provided in Section 3 above.
- ii. **Accuracy:** We seek to ensure that your Personal Information is accurate, current and complete. We invite you to update or correct your Personal Information yourself at your convenience by accessing your profile in your Account on the Platform. If you are unable to update or correct your Personal Information by yourself by accessing the Platform or if

you do not have an Account, you may contact the Privacy Officer at the contact information provided in Section 3 above.

- iii. **Opting Out:** In certain circumstances, you also have the right to object to the processing of your Personal Information and to request that we block, delete or limit access to your Personal Information. If you would like us to stop using your Personal Information, please contact the Privacy Officer at the contact information provided in Section 3 above. If you do so, we will no longer be able to provide you with the services for which you wish to do business with us, with the same consequences as those set out in Section 7 of this Policy.
- iv. **Erasing:** You have the right to erase your Personal Information when it is no longer required for the purposes for which it was collected or when, in particular, your Personal Information has been used unlawfully.
- v. **Complaints:** If you believe that your confidentiality or data protection rights may have been violated, you have the right to file a complaint with the applicable regulatory authority or to take legal action.

You may, at any time, exercise any of the above rights by contacting the CPO at the contact information in Section 3 above.

13.2 Right of Access to Information

You may inquire about your Personal Information by contacting the Privacy Officer or by submitting a request to view the information at info@cmai-imaca.ca.

We will generally respond to all access requests within 30 days of receipt of all required information. Where we are unable to grant access, or if additional time is required to satisfy a request, we will notify you in writing.

We may not provide you with certain types of information due to exceptions set out in applicable laws, for example, where records contain Personal Information about other individuals. Where possible, we will sever the information that should not be disclosed to you and give you access to the remaining information. If we are unable to provide you with access to or disclosure of Personal Information, we will provide you with an explanation, subject to applicable restrictions, if any.

13.3 Right to Withdraw Consent

If you have given your Authorization for us to obtain certain Personal Information from third parties or if you have given your Consent to the collection, processing or transfer of your Personal Information, you have the right to withdraw all or part of that Authorization and Consent. As set out in Section 6 of the Terms and Conditions, you may withdraw your Consent and Authorizations at any time by closing your Account. Please be aware, however, that if you close your Account while CMAI is acting as an intermediary, this may also result in the termination of any Matching process being carried out by CMAI.

Alternatively, you may also contact the CPO directly using the contact information in point 3 above.

Once we receive confirmation that you have withdrawn your Authorization or Consent, we will no longer use the Personal Information for the purposes for which you gave your Authorization or Consent, unless there is a legal reason for the processing.

Withdrawing consent to receive marketing emails will not affect the processing of Personal Information in the provision of our services.

14. Resolution of Concerns

To the extent possible, we will treat as confidential any reports, concerns, fears, complaints, or incidents involving conduct that violates this Policy. However, disclosure may be required for the purposes of investigation, to adequately address the issues raised and to put in place solutions, where appropriate.

14.1 Incident Reporting and Process for Communication and Escalation of Contentious Issues

We take all cases of confidentiality breaches seriously, whether potential or actual.

You may raise concerns about the collection, use, disclosure, retention, or destruction of your Personal Information directly to the Privacy Officer.

The CPO will inform the CMAI Executive Committee and will involve the appropriate higher authorities to assist in resolving the issue.

14.2 Other Measures

While we are committed to resolving all confidentiality issues internally, nothing in this Policy prevents you from contacting the appropriate federal or provincial privacy commissioner.

14.3 Prohibition of Retaliation

We will not retaliate against you who, in good faith and on reasonable grounds, raise questions or concerns about your confidentiality.

15. Monitoring and Control Mechanism

The CPO is responsible for receiving all questions and requests related to the processing of Data and for ensuring that it complies with this Policy. It reports to CMAI's Executive Committee, which periodically reviews reported incidents and issues raised through incident reports and the escalation process to identify and respond to issues of a systemic nature.

16. Updating and Revision of the Policy

This Policy takes effect on the effective date indicated on the first page of this document and replaces all previous versions.

We reserve the right to interpret this Policy at our sole discretion and to make changes to it from time to time as we deem appropriate. We agree to follow the same process for making changes to this Policy as we follow for other changes to the Terms and Conditions.

17. Cookie Policy

17.1 Basics

A “cookie” is a data file that is transferred to your computer's hard drive through your web browser when you visit our Site or access our Platform. This data file is stored temporarily or permanently on your computer's hard drive, keeping track of your visit.

This is a standard approach in the field of information technology used to collect Data such as your IP address, the type of Web browser you use, your preferred language, the date and time you access the Site, the location, the pages you visited, your browsing preferences, etc. The data collected is used to help us improve the content of the Site.

Most web browsers automatically accept cookies by default. However, you can modify your browser settings to decline cookies if you wish. However, if you do so, you may not be able to access certain parts of our Site and Platform. Therefore, unless you have modified your browser setting to decline cookies, our Site and Platform will send cookies to your browser on each visit.

17.2 Our Use of Cookies

We use only those cookies that are strictly necessary for us to carry out our Mission and to render the services for which you wish to do business with us.

Some cookies are used to analyze trends, administer the Site, monitor Visitor navigation and your preferences to make improvements to our Site and Platform and to generate a variety of anonymous statistical data that we use to update our value proposition.

When you create an Account, you provide certain Personal Information and certain other cookies are used to identify you so that our systems recognize you and you can easily access your Account and the features available to you.

Appendix C provides a table of the key cookies we use.

The information obtained using cookies is strictly reserved for us. However, subject to obtaining your prior Authorization, certain Personal Information contained in these cookies is transferred to our Trusted Third Parties so that they can carry out their work so that you can obtain the services for which you do business with us.

Appendix A - Table of Information that may be Collected

Category	Name	Mandatory / Optional	Usage
Identity	First name	M	Communicating with you and meeting our commitments to our Trusted Third Parties
	Last Name	M	Communicating with you and meeting our commitments to our Trusted Third Parties
	Phone number	O	Communicate with you
	Email Address	M	Communicate with you
	Full mailing address	O	Establish your employment contract
	Status in Canada	Mandatory for paid opportunities subject to the Controlled Goods Program	Validate your eligibility to complete an internship or any other workplace-integrated learning opportunity
Required documents	Proof of eligibility to work in Canada	Facultative for Paid Opportunities subject to the Controlled Goods Program	Validate your eligibility to complete an internship and allow the organization to assess your ability to obtain an exemption from the controlled goods program within the required timeframe.
	Identification document on which you are entitled to erase your photo and date of birth (permanent residence card, work permit, study permit)		
	Unofficial transcript		
	Cover Letter	O	Increase your visibility with companies
Profile	Level of education	M	Validate your academic record with your consent and meet our commitments with our trusted third parties
	Program of Study	M	
	Academic institution	M	
	University identifier (personnel number, permanent code, etc.)	M	
	Average Score	O	Increase your visibility with companies
	Number of credits required by the program	O	Increase your visibility with companies
	Number of credits completed at the beginning of the internship	O	Increase your visibility with companies

	Possibility of carrying out an internship credited by the program	O	Increase your visibility with companies
	Expected graduation date	O	Increase your visibility with companies
	Province	Mandatory for the micro-WILs Optional for the other opportunities	Meeting our commitments to our trusted third parties
	Under-represented group	O	Meeting our commitments to our trusted third parties
	Official Language	O	Meeting our commitments to our trusted third parties
Language	Language(s)	O	Validate the degree of adequacy between you and internship or apprenticeship opportunities
	Level	O	Validate the degree of adequacy between you and internship or apprenticeship opportunities
Software	Name	O	Validate the degree of adequacy between you and internship or apprenticeship opportunities
	Version	O	Validate the degree of adequacy between you and internship or apprenticeship opportunities
	Level	O	Validate the degree of adequacy between you and internship or apprenticeship opportunities
Availability	Start and end date	O	Establish your availability for the internship or learning opportunity
	Full-time/part-time	O	Establish your availability for the internship or learning opportunity
Work Experiences	Expériences, réalisations et activités	O	Increase your visibility with companies
	Références	O	Increase your visibility with companies

Appendix B - Table of Principal Storage and Processing Locations for Personal Information and Non-Personal Data

Systems	Location	Storage	Processing
www.placementspot.ca	Amazon Canada	X	X
Support.placementspot.ca	Freshdesk (Amazon without the precision of the place)	X	
CMAI Infrastructure	Saint-Laurent (Québec)	X	X
CMAI email (Office 365)	Microsoft Canada	X	

Trusted Third Party Hosting for the SPOT Platform: Aéroemploi	Saint-Jean-sur-le-Richelieu (Québec)	X	
Systems of other Trusted Third Parties (refer to point 7 of the Conditions)	Varies by Third Party	X	X

Appendix C - Table of Key Cookies Used

The cookies used are only "tokens" which are encrypted, four in number:

- One which is for the use of the framework used (Laravel);
- One that is for the use of fonts and icons (FontAwesome);
- One that contains database information for the current session;
- One that allows you to reconnect to the system (remember_me).