

Terms and conditions of use

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

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Table of content

Terms and conditions of use	1
1. Preamble	2
2. PLACEMENT SPOT™ : the Work-Study Placement and Opportunities Service.....	2
3. Modification of these Terms and Conditions of Use	2
4. Eligibility	3
5. Personal Information and Non-Personal Data	3
6. Visitor and Member	3
7. Confidentiality, Consent and Permissions to Use the Data You Provide to Us	4
8. Cookies	5
9. Permitted uses of the Account and the Site	5
10. Breaches of Conditions and Unauthorized Uses.....	5
11. Unauthorized use of the Account by a third party	6
12. Risks inherent in the use of web-based and Internet-based services	6
13. Use of hyperlinks and third-party links	6
14. Limitation of our liability.....	6
15. Ownership and responsibility for your information and content	7
16. Copyright, Trademarks and Other Intellectual Property.....	8
17. Applicable law	9
18. Indemnification in the event of a lawsuit.....	10

BEFORE CONSULTING THE WEB PAGES OF THE SITE OR ACCESSING THE SPOT™ PLATFORM, PLEASE READ CAREFULLY THE TERMS AND CONDITIONS DESCRIBED BELOW.

By simply accessing or using this website or PLACEMENT SPOT™, you expressly acknowledge and agree that you are entering into a contract with us and that you understand and agree to comply with and be legally bound by these Terms and Conditions of Use (the "Terms") and the Privacy and Data Protection Policy (which is incorporated by reference into the Terms as if fully set forth herein). If you do not agree to be bound by these Terms, please do not access or use this website or the SPOT™ platform.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW, PLEASE DO NOT BROWSE THIS WEBSITE OR ACCESS THE SPOT™ PLATFORM

1. Preamble

The Terms and Conditions describe the terms and conditions of use of this website (hosted at www.placementspot.ca, hereinafter the "Site"), of all web pages associated with it and of the Work-Study Placement and Opportunity Service interactive platform ("PLACEMENT SPOT™" or the "Platform").

In the text, the words "you", "your" and "yours" refer to all persons and entities who access or browse the Site or register and use the Platform for any purpose or who benefit from the value-added services. The words "we", "us" and "our" refer to the Canadian Mobility and Aerospace Institute - CMAI™ ("CMAI").

2. PLACEMENT SPOT™ : the Work-Study Placement and Opportunities Service

The mission (the "Mission") of the Website and the Platform is to provide multi-disciplinary students (the "Students") and mobility companies (the "Companies") with a one-stop value-added matchmaking service (the "Match") designed to support and enhance the development of emerging professionals throughout their careers through the provision of work-based learning opportunities (each, an "Opportunity"). The Opportunities include internships (each, an "Internship") and value-added services (the "Services").

The Site and Platform are operated by its owner, CMAI™, a not-for-profit corporation duly incorporated in Canada, registered with the Quebec Enterprise Registry, and which provides work-based learning opportunities in the mobility and aerospace industries to Students attending post-secondary educational institutions ("Educational Institutions").

The offices of PLACEMENT SPOT™ and CMAI™ are located at 673 Saint-Germain Street, Saint-Laurent, Quebec, H4L 3R6.

3. Modification of these Terms and Conditions of Use

These Terms and Conditions may be amended from time to time.

The terms of the contract are dynamic and subject to change without notice. However, we undertake to notify you of any changes to this Agreement. If you do not agree with any proposed

changes to the Terms and choose not to consent to them, this agreement between CMAI and you regarding the use of the Site and Platform will terminate immediately. Please note that you may also terminate your agreement with CMAI at any time by closing your Account (as defined in Section 6) or by ceasing to browse the Site, depending on whether you are a Visitor or a Member (see the definition of these terms in Section 6). Closing your Account will prevent you from benefitting from the Services offered by the Platform, including the matching of Students and Companies, and may result in the total and definitive deletion of the data that allows you to consult the history of your achievements (Opportunities completed, badges, etc.). Please refer to [section 15](#) for more information on the retention and deletion of Data. Please be aware that closing your Account may also result in the termination of any Matching efforts being processed on the Platform at the time of such closure.

4. Eligibility

The Platform and the Site are intended for: 1. Students enrolled in a Canadian post-secondary institution, 2. Canadian companies working in the field of mobility (aerospace, land, rail, sea), 3. Workers in the Mobility field.

5. Personal Information and Non-Personal Data

By browsing the Site, you provide us with non-personal information that does not identify you as an individual ("Non-Personal Information"). On the other hand, in order to use the features of the Platform, you will need to create an Account and provide us with information about yourself that directly or indirectly identifies you, whether you are doing so in a personal capacity or on behalf of the organization you represent ("Personal Information"). In these Terms, when we refer to both Non-Personal Information and Personal Information, we will use the term "Data".

6. Visitor and Member

You are browsing the Site primarily as a visiting user (a "Visitor"). This implies that you agree to abide by these Terms and that you consent to the collection and processing of certain non-personal Data in accordance with our Privacy and Data Protection Policy (the "Privacy Policy").

To become a member of PLACEMENT SPOT™ (a "Member") and thus benefit from matching opportunities via the transactional Platform and access to the Services, you must first be eligible (see section 4) and create an account (an "Account") using a user name and password of your choice and distinctive, which you will keep confidential. You will then be required to: 1. formally confirm your acceptance of these Terms, 2. provide certain specific authorizations (your "Authorizations"), including, if you are a student, that we may obtain certain Personal Information about you from your Educational Institution (for example, you will be asked to respond to the following statement: "*In order to carry out our Mission, if you are a student, we need to obtain certain Personal Information about you from your Educational Institution and from the Companies where you have previously worked for an Internship or other Work Based Learning Opportunity. You may choose to: 1. provide us with your personal information (e.g., "I am a student" and the response options will be "I accept", "I am not a student" or "I decline") and 3. provide your consent to provide us with certain other Personal Information ("Consent") which will be handled in accordance with our Privacy Policy.*

Your Consent and Authorizations will be valid as long as you are a Member. You may, however, make changes to your Consent and Authorizations at the beginning of a new Match cycle. You may also withdraw your Consent and Authorizations at any time by closing your Account. Please be aware, however, that if you close your Account, you will no longer be able to enjoy the benefits of membership. In addition, in cases where CMAI is acting as an intermediary, closing your Account may also result in the termination of any Matching efforts that are in progress at the time of closure.

7. Confidentiality, Consent and Permissions to Use the Data You Provide to Us

The protection of Data, and in particular Personal Information, is very important to us and our Trusted Third Parties (as defined below). The means we use to ensure the confidentiality and protection of Data meet the highest standards set forth by laws and best practices in the field.

First, subject to obtaining your Consent and Authorizations, if any, we collect only the Data necessary for the performance of our Mission and process it in a secure manner consistent with that purpose. We retain and maintain it only for as long as is necessary to perform the Services we provide to you. Since our Mission includes a continuing education component that may continue over a long period of time, all or part of your Data will be retained by us for such a period of time, unless, of course, you choose to withdraw your Consent and Authorizations.

In addition, in order for us to achieve our Mission, which is based on matching Students with Businesses and continuing education throughout an individual's career, we must share some of your Personal Information with trusted third parties that we select and that are committed to protecting your Data to at least the same level as we are ("Trusted Third Parties").

Trusted Third Parties include, but are not limited to: 1. CMAI member educational institutionsTM, 2. the educational institution at which you are enrolled as a Student, whether or not that educational institution is a member of CMAITM, 3. CMAI member companiesTM offering Opportunities or not, 4. Our business partners such as AéroemploiTM and RandstadTM, 5. Business Higher Education RoundtableTM, as well as 6. Other companies and organizations that we choose to support us in achieving our Mission and described in the "About Us" section of the Site (our "Partners").

As mentioned in the previous section, in order to carry out our Mission, if you are a Student, we must also obtain, with your consent, certain Personal Information about you from your Educational Institution and from the Companies where you have already completed or are currently completing an Opportunity. Please refer to [Appendix A](#) of the [Privacy and Data Protection Policy](#) for information that may be collected.

At any time, you may obtain information from us about the processing of your Non-Personal Data and Personal Information.

Please note that the treatment of Non-Personal Information and Personal Information is governed by our Privacy and Data Protection Policy, which we encourage you to review at the bottom of the website pages.

It is the responsibility of the SPOT user not to retain the various documents downloaded to protect personal data.

8. Cookies

Whether you are a Visitor or a Member, in order to facilitate your use of the Site or for future communications, we may use *cookies* to collect information about your Internet connection and how and when you visit the Site. To learn more about our use of cookies, please see Section 17 of the *Privacy and Data Protection Policy* or contact us directly by email at support@placementspot.ca.

9. Permitted uses of the Account and the Site

When you open an Account, you will be authorized to perform certain tasks, use certain functions, upload content and transmit information including certain Personal Information that will allow you to take full advantage of the matching opportunities and Value Added Services offered by PLACEMENT SPOT™.

Please be aware that you are fully responsible for the truthfulness, accuracy, currency, legality and appropriateness of the information, Non-Personal Information, Personal Information and content that you provide or post in your Account and on the Platform, as well as the information, Non-Personal Information, Personal Information and opinions that you may disseminate through the Site or the Platform, with us, with other Members or with third parties.

With respect to the information, Data and files that you transfer to us or that you deposit on the Platform, make sure that: you have the necessary authorizations for their communication, that they do not contain inappropriate content, that they are free of viruses or other programs that could undermine the security and integrity of our software and computer systems or damage them. We reserve the right to delete any Data, files, information, documents and content you submit, without notice or explanation, at our discretion and for any reason.

10. Breaches of Conditions and Unauthorized Uses

These Terms are defined and applied in order to provide you with a service that meets your expectations and to protect all parties involved, both the Visitor, the Member, the Trusted Third Parties and us. Any failure to comply with these Terms may result in the closure of your Account or the prohibition of browsing on our Site.

Furthermore, please note that you must not use the Site or the Platform for purposes other than those for which these services are offered to you. For example, you must not circumvent the rules of use of PLACEMENT SPOT™ in any way whatsoever, in particular by opening several Accounts in the hope of applying for more Opportunities than authorized.

You are also prohibited from doing anything or acting in any way that could compromise the security or undermine the integrity and proper functioning of the Site or the Platform or that could damage our rights and reputation or those of our Trusted Third Parties or those of others, by being offensive, racial, discriminatory, defamatory, obscene, illegal or illegitimate.

In such an event and depending on the nature of the offence, we reserve the right to apply sanctions ranging from a simple warning to the closure of the Account of a Member who makes unauthorized use of their Account or of the Site, unilaterally, without prior notice and without any

liability on our part for the damages and consequences of such closure. Closing a Member's Account under such circumstances would prevent that Member from benefiting from the Services offered by the Platform, including the matching of Students and Businesses, and could also have the effect of terminating the Matching process in progress at the time of such closure when CMAI is acting as an intermediary.

If, for any reason, legal action is taken in connection with your breach of the Terms or unauthorized uses as described above, you agree to assist and cooperate, upon request and to the fullest extent reasonably required under the circumstances, in the defense of CMAI, its members, or the Trusted Third Parties, if any.

11. Unauthorized use of the Account by a third party

As a Member, you are responsible for selecting and maintaining the confidentiality of your unique and distinctive user name and password (the "Settings") and for using your Account in accordance with these Terms. In this context, you must act with caution and diligence.

If you believe that the confidentiality of your username or password has been compromised or that your Account is being used without your authorization, please contact SPOT / CMAI as soon as possible at the following email address: support@placementspot.ca.

12. Risks inherent in the use of web-based and Internet-based services

Browsing the web, using services and transmitting information over the Internet is not completely secure as no system can guarantee absolute security.

Although we are committed to using technical and human resources that meet the highest standards set forth by laws and best practices in the field, in order to provide a secure browsing experience and to protect your non-personal Data and Personal Information, we unfortunately cannot guarantee the absolute security of your browsing on the Internet or on our Site, nor the security of the transmission of your Data through our Site or the Platform.

By accepting these Terms, you acknowledge and agree that any browsing and voluntary or involuntary transmission of Non-Personal Data and Personal Information is done at your own risk. Once we receive your Non-Personal Data and Personal Information, we will apply our highest security measures to prevent unauthorized access, use and disclosure. However, it is your responsibility to exercise caution and diligence and to inform us of any problems you detect.

13. Use of hyperlinks and third-party links

We sometimes provide hyperlinks and links from third parties who may not have a business relationship with us. Use of these links is at your own risk, and we assume no responsibility or liability for their content, availability or maintenance. Therefore, you should exercise caution and diligence.

14. Limitation of our liability

We offer you the ability to browse our Site, take advantage of the features and matchmaking opportunities by becoming a Member of the Platform and to be informed of the Value-Added Services we offer.

In this context, while we make every effort to provide you with a useful, enjoyable and uninterrupted experience as well as relevant and reliable information, we cannot guarantee the accuracy or continuous availability of: 1. our Site, 2. our Platform, 3. our Services, 4. the accurate and complete description of the Opportunities, 5. any information provided by a third party, 6. any hyperlinks pointing outside of our Site or Platform, and 7. any other information provided on our Site and Platform.

Furthermore, if you are a Student, we do not guarantee that your application will be accepted by a Company or the Company of your choice, nor that the Opportunity will meet your expectations, particularly in terms of relevance, quality, results, success, etc. Also in this regard, we do not assume any responsibility for Trusted Third Parties or any other third party.

In addition, we reserve the right to modify, suspend or discontinue the Site, the Platform and the Services, to remove any or all content, and to terminate your access to the Site, your Account and the Services, with or without cause, in our sole discretion and without notice. In such event, other than processing your Data in accordance with the Privacy Policy, we will have no obligation or responsibility to return any information or materials you have provided to us.

By accepting these Terms you acknowledge and agree that neither CMAI, CMAI members nor Trusted Third Parties shall be liable, to the extent permitted by law, for any damages whatsoever, whether direct or indirect, suffered as a result of browsing or using the Site, the Platform, the information, documents and hyperlinks contained therein or as a result of the unavailability, temporary or permanent interruption of the Site, the Platform or the Services or as a result of obtaining the Value Added Services, if any. In no event shall the individual and collective liability of CMAI, CMAI Members and Trusted Third Parties exceed the cumulative sum of two hundred and fifty Canadian dollars (\$250.00 CDN) for all claims, if any.

In the event that you have an employment relationship with a Company regarding an Internship that results from the use of the SPOT™ Platform, the terms and limits of the Company's individual liability to you shall be as set forth in your Internship Agreement with that Company and the individual and collective liability of CMAI, CMAI members and Trusted Third Parties, excluding the Company having an employment relationship with you, shall not exceed the cumulative sum of two hundred and fifty Canadian dollars (\$250.00 CDN) for all claims in this regard, if any.

15. Ownership and responsibility for your information and content

You remain the owner at all times of the information and content (texts, photos, diagrams, drawings, plans, etc.) (the "Content") that you upload to the Platform and you retain the copyright to it.

By providing us with your information and uploading your Content to the Platform, you grant us a royalty-free, non-exclusive, perpetual license to use such information and Content for the purpose of disseminating and exploiting it to accomplish our Mission.

This license includes, but is not limited to, the right to use, reproduce, copy, translate, in whole or in part, and display the content on our Site and Platform, all subject to the terms and conditions

set forth in our Privacy Policy. We reserve the right to remove from our Site and Platform any content deemed inappropriate, in our sole discretion and without notice.

We will use reasonable efforts to stop publishing your Public Content on the Platform when you close your Account. That said, any Data communicated to third parties with your consent may be retained by them in accordance with any agreements you may have with them and applicable law.

Similarly, when a Member closes their Account, we retain the Data for a period of 12 months after which the Data is completely and permanently deleted. If a Member prefers that their Data not be retained for this period after closing their Account, they may do so by explicitly requesting it at support@placementspot.ca. In addition to destroying all of a Member's Data, the total and definitive deletion of Data also implies that all of the history of achievements (Opportunities realized, badges, etc.) is erased and is no longer recoverable. Finally, when a Member closes his or her Account, although we make reasonable efforts to retain the Data for the period mentioned above, we do not guarantee that the Data will be recoverable in whole or in part in the event that the Member reactivates his or her Account within this period.

In addition, you are and remain responsible for the information (truthfulness, accuracy, recency, legality and appropriateness) and Content that you provide to us through the Platform.

If, for any reason, legal action should be taken in connection with your information or Content, you agree to assist and cooperate in the defense of CMAI, its members or Trusted Third Parties, as appropriate, on request and to the fullest extent reasonably required in the circumstances.

16. Copyright, Trademarks and Other Intellectual Property

16.1 Our intellectual property and that of our Trusted Third Parties

We own or license all present and future intellectual property rights (including but not limited to trade secrets, know-how, copyrights, trademarks, patents and industrial designs) in and to the Site, Platform and Services ("Our Intellectual Property").

Please be advised that neither browsing our Site, nor using our Platform, nor making an Opportunity as a result of a match made through the Platform, nor using the Services, confers on you, implicitly or otherwise, any ownership or right in Our Intellectual Property, or that of Our Trusted Third Parties.

In addition, trademarks, logos, copyrights and other forms of intellectual property owned by Trusted Third Parties and used to carry out our Mission remain the property of their respective owners and no rights in them are granted to you by these Terms.

16.2 Our copyrights and those of our Trusted Third Parties

The content of all pages of our Site, Platform, and Services, including but not limited to all content and visuals of user interfaces and graphical interfaces, all HTML content (tags, elements, meta, etc.), all text, images, video, audio, documents, data, compilations, lists, databases, code, software and programs to which you have access as a Visitor or Member are protected worldwide.), all text, images, video, audio, documents, data, compilations, lists, databases, code, software and programs to which you have access as a Visitor or Member are protected worldwide

by copyrights owned by us, licensed to us, or by Trusted Third Parties, if any. All associated rights are reserved.

Therefore, you may not copy, reproduce, distribute, publish, translate, modify, create any derivative work or product, license, promote, transfer, sell or use for commercial purposes anything protected by our or Trusted Third Parties' Copyrights, including any data, compilations, lists, information, programs, products, services or materials obtained from the Site, the Platform or the Services.

16.3 Our trademarks and those of our Trusted Third Parties

CMAITM and IMACA^{MC} are trademarks in Canada owned by the Canadian Mobility and Aerospace Institute. The logos, icons and all related variations are trademarks of CMAI.

"Placement SPOTTM" and "Placement SPOT^{MC}", the logos, icons and all related variations are trademarks owned by CMAI.

Accordingly, you may not use our Trademarks or those of Trusted Third Parties without our prior permission.

16.4 Permitted uses of Our Intellectual Property and that of Trusted Third Parties

As a Visitor, you can browse our Site. When you become a Member, you can also browse and use the features offered by the Platform.

For your personal use only and provided that you respect and do not modify Our Intellectual Property or that of the Trusted Third Parties, you may download, copy and print pages from our Site and the Platform, watch videos, listen to audio content, fill out online forms and download documents that are made available to you, generally in .pdf format. Where applicable, you must always ensure that you retain the identity of the source and name the authors of the content you extract.

You may also point or refer to our Site or specific page(s) on our Site to other people you know, including your friends and contacts in your social network(s).

Please note that failure to comply with Our Intellectual Property will result in the immediate termination of your right to browse our Website and your access to the Platform without notice. In such event, you will be required to return or destroy any copies you have made and any files you have created of the materials, discontinue references to our Website, at our option and direction. This may also result in the termination of any pending matches on the Platform at the time of termination, if any.

17. Applicable law

These Terms and all matters relating to your use of the Site, the Platform and the Services we may offer are governed by the laws applicable in the Province of Quebec, Canada. You agree that any dispute shall be subject to the jurisdiction of the courts of the District of Montreal, Province of Quebec, Canada, except where the Federal Court would have exclusive jurisdiction.

18. Indemnification in the event of a lawsuit

In the event that legal action is taken against CMAI, its members or the Trusted Third Parties (refer to Section 7 of these Terms) as a result of a violation of these Terms and Conditions by you or any user of your Account, you hereby agree to assist and cooperate with them in their defense, upon request and to the fullest extent reasonably required in the circumstances.