

This website (hereinafter the 'Site') is published by LittleBIGJob Networks Inc., a Canadian company, whose registered office is at 1000, de La Gauchetiere Street West, Office #3700, Montreal (QC) H3B 4W5 - Canada.

Site hosting is provided by OVH HOSTING INC, 310-625 BC. President Kennedy, Montreal (QC) H3A 1K2 - Canada.

**The present conditions of use are intended to define the relationship between LittleBIGJob Networks Inc. and Internet users of the Website.**

## 1. Definitions

The words below whose first letter is capitalized, will be defined as follows:

**Candidate:** refers to the physical person, registered and / or using the Site in search of new career opportunities.

**Career Manager:** refers to the individual defined by LittleBIGJob Networks Inc. to insure the support of the Candidate.

**Candidate Account:** means the PIN, spaces and functions reserved to the Candidate after registering on the website by filling an online form.

**Company Account:** means the PIN, spaces and functions reserved to the client company after registration on the Site by completing an online form.

**Personal Information:** means any information relating to an identified individual or can be identified, directly or indirectly, by reference to an identification number or to one or more elements that are specific to the individual.

**Recruiter:** means the individual defined by the Company to monitor the recruitment of a candidate.

**Company:** means the professional, physical or a corporate entity, registered and/or using the Site in order to provide employment opportunities, to make contact with candidates or consult the database of profiles.

## 2 Terms and Conditions of the Site

These Terms and conditions of Use govern all use of the Site and of the Sites offered services.

Use of the Website results in the automatic and unconditional acceptance by the Candidate and the Company of all of these terms of use and legal notices contained therein, and the commitment to respect them.

LittleBIGJob Networks Inc. reserves the right to modify and supplement these Terms of Use at any time without notice and without compensation.

Reconnection and continued use of the Site over time obliges systematic acceptance of the terms of use and compliance. Therefore, it is the responsibility of the Candidate and the Company to take note of new updates to these Terms with each new connection to the Site.

These Terms of Use contain disclaimers and limitations of liability which the Applicant and the Company declare having taken knowledge of.

The terms of use of the Site are complementary and aggregated with the Privacy Policy of the Site.

## 3. Validity of information

In the event that the Applicant, the Company or the Recruiter would have to provide information, they will:

- deliver real, accurate, current at the moment of their entry in the application form and in particular not to use false names or addresses, or names or addresses without authorization;
- keep up to date the registration information to ensure ongoing real nature, accurate and current information;
- will not make available or distribute any unlawful, reprehensible (such as defamatory or racist information) or harmful (such as viruses) in violation of the law.

In case of a breach of these provisions, LittleBIGJob Networks Inc. may suspend or terminate the access to services of the Candidate or the Company solely to blame.

## 4. Access to the Site and its services

**4.1** LittleBIGJob Networks Inc. is only bound by an obligation of means regarding the continuity of its services. The site is accessible to the Candidate, to the Company and Recruiter 24/7 unless otherwise noted.

LittleBIGJob Networks Inc. can not be held responsible, in particular, and without this list being limited to:

- any loss due to an event of major force, acts of God or of a third party (exceptional circumstances);
- any technical harm related to and including programs, hardware or software or the Internet.

**4.2** LittleBIGJob Networks Inc. reserves the right to modify or suspend the service wholly or partially temporarily or permanently and without being liable to the Candidate or the Company.

LittleBIGJob Networks Inc. may apply general rules and limitations concerning the use of the Site and its services, including, but not limited to:

- a maximum number of days the posting, Candidate Accounts, Companies Accounts, messages, or other uploaded Content will be preserved and published;
- a maximum amount and a maximum size of messages that can be sent and received by a candidate or a Company Account;
- a maximum space of memory allocated on the servers of the Site;
- a maximum number of accesses to a service during a given period (and the maximum duration of each access). LittleBIGJob Networks Inc. makes no warranty for the deletion or failure to store any messages and other communications or other Content maintained or transmitted.

**4.3** The candidate, the Company and, where applicable, the Recruiter undertake to expunge from their messages, Candidates Accounts, Company Accounts and postings, all that would be wrong, unrelated to employment, obscene, offensive, abusive, racist, libelous, defamatory or discriminatory under the law.

In the case of non-compliance by the Applicant or the Company of these terms, the ethics of the Site or the rules of conduct in force on the Internet, LittleBIGJob Networks Inc. reserves the right to suspend or destroy Candidate Account or company Account and, if necessary, denying him access to the Site, delete data and files concerning them, without prejudice to any other action under common law.

## 5. Limitation of liability

The Applicant and the Company expressly agree to use the Site at their own risk and under their own responsibility.

The candidate and the Company relieves LittleBIGJob Networks Inc., its employees and its officers from liability for any damage resulting from use of the Website or associated services.

The site provides the candidate and the Company information for reference only, as is, with all faults, errors, omissions, inaccuracies and other ambiguities that may exist. In addition, this information must be taken into consideration at the moment they are put online and not when browsing the site.

In any event, LittleBIGJob Networks Inc. shall in no event be held responsible:

- for any direct or indirect damages with regard to lost profits, loss of customers or data may alternatively result from the use of the Site, or the inability to use the Site;
- malfunction, unavailability of access, misuse, improper configuration of the computer or any other computer or telephone equipment of the Candidate or the Company, or the use of a seldom used browser by the Candidate or the Company;
- the content of the postings and other links or resources accessed by the Candidate or the Company from the Site.

## 6. Insertion of the postings, of the Candidate Account and Corporate Account

**6.1** When a candidate or a company adds information about the Candidate Account or Corporate Account or a posting on the website, it claims to be the rightful owner of the information provided or is duly authorized to make public, as well as being in position to accept these present terms.

**6.2** LittleBIGJob Networks Inc. and its Career Managers reserve the right to modify, suspend or delete any and all parts, without notice, of any or all postings or Company Accounts, particularly, without limitation, for the following reasons:

- in the event of a conflict with these Terms of Use;
- if the posting or the information relating to the candidate or the Company is incomplete, too short, or contrary to the spirit of the Site;
- if the posting or the information relating to a candidate or a Company are liable to harm the image of the Site or interfere with its use.

LittleBIGJob Networks Inc. reserves the right to suspend or remove any posting or message that has been reported by a contentious Candidate, Company or a Recruiter, without having to justify its decision.

**6.3** The Candidate agrees to comply with the spirit of the site, being honest and measured in the contents of his candidate Account, postings and messages.

**6.4** Any insertion or maneuver aimed at inserting postings likely to cause prejudice to the operations or image of LittleBIGJob Networks Inc. or the Site may be subject to civil and criminal prosecution.

**6.5** The candidates and the Company recognize a right of exploitation of Candidates and Companies Accounts by LittleBIGJob Networks Inc. services.

## 7. Content of postings

**7.1** Sections of this title apply to all insertions on the Site. The concept of posting or of insertion includes not only the text of the posting itself, but also all the accompanying elements (photo, file, link, username) that are subjected to the same rules.

**7.2** All postings in relation to services prohibited by law are banned. In particular, it is prohibited for any company to insert postings or offers on the Site mentioning:

- any services related to pornography, pedophilia or child nudity;
- any service that promotes racism, xenophobia, hatred and violence, with any discrimination;
- any services or methods of fast cash gains, financial services or services of clairvoyance or psychic;
- any service related to stolen, counterfeit or copyright infringement, to cigarettes, alcohol or any product which its distribution is regulated by existing legislation's.

This list is indicative and not exhaustive. LittleBIGJob Networks Inc. reserves the right to remove any posting that site would be in contrary to the law, public order, morality, image of the Site or the expectations of candidates.

**7.3** The Company undertakes to provide to the Candidate only job opportunities for which it is the sole legitimate employer or duly authorized by the rightful employer.

**7.4** The Company undertakes to write their postings in an accurate, clear and honest fashion. It must be in compliance with the law. The posts must not be obscene, pornographic or vulgar. It should not denigrate a brand, a company, a State or a person, or infringe in any way the

reputation, image, privacy of any civilian or corporation.

**7.5** The Company certifies having obtained permission to quote or use in its announcement elements employing the right of publicity or intellectual property. The Company agrees to be personally responsible for any use which would emanate from the beneficiary or holder of his rights and agrees in advance to clear LittleBIGJob Networks Inc., its employees and officers from any liability in case of a dispute.

**7.6** The Company is the sole author and solely responsible for the content of postings and associated elements.

## 8. Hyperlinks - Cookies

Any webmaster who would like to establish a link from its site to the Site must obtain prior consent by requesting to the electronic address: support@littlebigjob.com.

In any event, the Webmaster which would create a hyperlink undertakes not to use the mirror technique or the deep link (« deep linking »), technique where Site pages are nested within the pages of the Webmasters site.

The Applicant or the Company that would be redirected to a third party web page via a hyperlink on the Site acknowledges that LittleBIGJob Networks Inc. does not control the content of any site redirected towards.

Accordingly, LittleBIGJob Networks Inc. shall in no event be held responsible for any direct or indirect result of the use of sites accessible via hyperlinks on the Site.

The Site may use cookies. A cookie does not allow LittleBIGJob Networks Inc. to identify a candidate or a Company. Instead, it records information relating to the browsing on the computer of the Candidate or the Company on the Site (pages viewed, date and time of visit, etc.) that LittleBIGJob Networks Inc. may read during subsequent visits of the Candidate or the Company.

LittleBIGJob Networks Inc. informs the Applicant and the Company that they can refuse to accept cookies by changing the settings of their web browser.

## 9. Pricing

The services offered to Candidates (subscription and consultation of opportunities and active placement with Companies) on the Site are totally FREE.

Other services, more specific (such as, but not limited to, personal coaching, assessment tests) will result in prices suited to the needs of the candidate and a custom detailed written proposal to be accepted by he/she thereof.

The services proposed to the Company are outlined within the general terms and agreements of sale appearing on the Site in many different forms.

## 10. Welcome Bonus

The company may associate a Welcome bonus to its postings whose amount is specified on each posting.

The candidate selected can request the payment his welcome Bonus with LittleBIGJob Networks Inc. LittleBIGJob Networks Inc. agrees to pay to the Applicant retained 90% of this Welcome Bonus, within 30 days after receipt of payment of the fees payable by the Company.

## 11. Copyrights and Intellectual Property

All elements of the Site including text, presentations, illustrations, photographs, arborescences, graphics and HTML codes are the exclusive property of LittleBIGJob Networks Inc. or its partners accordingly.

As such, representation, reproduction, nesting, distribution and redistribution, partial or total, is prohibited.

Anyone doing so without being able to prove a prior expressed consent of the copyright holder will incur the penalties for copyright infringement under the law.

In any case, on all copies of all or parts of the Site content, there must be marked « Copyright LittleBIGJob Networks Inc. All rights reserved ».

## 12. Brands and domain names

The trademarks, logos and domain names on the Site are trademarks of LittleBIGJob Networks Inc., or possibly one of its partners.

As such, any person making representation, reproduction, nesting, distribution and redistribution incur the penalties provided by law.

## 13. Treatment and protection of personal information

LittleBIGJob Networks Inc. is committed to respecting the privacy and protection of the candidates personal information.

Personal information collected through the Site are essentially the name, nationality, date of birth, mailing address, telephone number (landline or mobile), e-mail address, education, qualifications, professional experience. This information is obtained through the collection form on the Site.

Personal data collected is used to manage the subscriptions to services on the Site, in particular to assist the candidate in finding a job. They also allow LittleBIGJob Networks Inc. to offer a personalized service tailored to the needs of the candidate.

As part of the recruitment process by the Company LittleBIGJob Networks Inc. may need to disclose personal information collected to third parties, it being understood that in such cases LittleBIGJob Networks Inc. disclaims any responsibility for the privacy policies and methods of using the personal information of such third parties.

The candidate explicitly accepts, without limitation, the collection, use, transfer and storage of personal information provided by him/her.

LittleBIGJob Networks Inc. has developed the appropriate technical and organizational measures designed to protect personal information

against accidental loss or unauthorized access, use, alteration or unauthorized distribution.

Despite these measures, the Internet is an open system and LittleBIGJob Networks Inc. can not guarantee that unauthorized parties will not be able to circumvent the measures in question or use personal information for improper purposes.

The Applicant has a right of access, correction and opposition regarding information, this right can be exercised at any time by writing to the following address: support@littlebigjob.com.

The candidate may change its information online by logging onto the website and entering their email address and password to access their candidate Account.

#### **14. Report an abuse**

The site provides the candidate and the Company the ability to report abuse or use in contradiction with the terms and conditions of use or legal legislations. In this case, the Applicant or the Company may send an email to the following address: abuse@littlebigjob.com.

#### **15. Applicable law - Jurisdictional clause**

The terms of use of the Site shall be governed, construed and enforced in accordance with applicable law in the Province of Quebec.

Only the courts of the District of Montreal - Province of Quebec - shall have jurisdiction to hear any disputes relating to these terms of use and implementation, including its validity, interpretation, execution, termination and consequences.