



TERMS AND CONDITIONS OF USE OF JOBLINKS

LAST UPDATED: April 16, 2025

APPLICATION: JOBLINKS

PUBLISHER: FENIX TECHNOLOGIE INC.

AVAILABLE ON: APPLE STORE / GOOGLE PLAY

Welcome to Joblinks, an employment social networking application designed to connect job seekers and employers, streamline recruitment, and facilitate professional networking. By downloading, accessing, or using Joblinks, you agree to be bound by these Terms and Conditions of Use (hereinafter "Terms"). If you do not agree to these Terms, please refrain from using the application.

ACCEPTANCE OF TERMS

By creating an account or using Joblinks, you confirm that you are at least 13 years old (the minimum age required by the Apple Store) and that you accept these Terms as well as our Privacy Policy (available separately). These Terms constitute a legally binding agreement between you and FENIX TECHNOLOGIE INC.

- Joblinks is a mobile platform that enables:
- Job seekers to create a profile, search for opportunities, apply for jobs, and network with other professionals.
- Employers to post job openings, search for candidates, and establish professional connections.

The services provided by Joblinks to its "users" are subject to the following terms of use upon your use of the application. By using Joblinks' services, you demonstrate your acceptance of the terms of use as outlined in this agreement. We recommend reviewing the terms of use frequently to stay informed of any changes or updates that may be made. Joblinks reserves the right to modify and update these "Terms of Use" at any time without prior notice. The Joblinks application is provided to users for the purpose of sending and receiving files and documents solely related to employment. The application serves as a platform where employers and recruiters may, at their discretion, post photos and/or videos, job offers, and where job seekers may post photos, videos, portfolios, applications, and resumes.

This agreement incorporates by reference other provisions applicable to the use of the Joblinks application, including additional terms set forth in this agreement that govern the use of specific elements within the Joblinks application, as well as the conditions applicable to its use by users. By using the Joblinks application from Fenix Technologie (other than by reading this agreement for the first time), the user agrees to comply with all the terms contained herein. The right to use the Joblinks application is personal to the user and is not transferable to any other person or entity.

The user is responsible for all usage of the account, username, password, and/or access code and shall be responsible for maintaining the confidentiality of their password and/or access code.

Joblinks does not guarantee that confidential information transmitted through the Joblinks application will remain exclusive to Joblinks, as copies of such information may circulate freely on the internet. Joblinks cannot be held liable for the disclosure of users' confidential information by third parties.

ELIGIBILITY

To use the Joblinks application, you must:

- Be at least 13 years old.
- Provide accurate and up-to-date information during registration.
- Not use the application for illegal purposes or in violation of this policy.

EXPECTED USER BEHAVIOR

You must use the Joblinks application solely for lawful purposes and in accordance with these Terms. You shall not:

- Use the Joblinks application in any unlawful manner. The user shall not post or transmit through the Joblinks application any content that: (1) violates or infringes upon the rights of third parties, including privacy and publicity rights; (2) is illegal, threatening, abusive, defamatory, vulgar, obscene, or profane; (3) encourages conduct that could be considered criminal or in violation of the law; or (4) without Joblinks' prior express approval, contains advertising or solicitation related to the services of the company or any other entity. No user conduct that, in Joblinks' discretion, restricts or prevents another user from using the Joblinks application will be tolerated. Users shall not use the Joblinks application for advertising or commercial solicitations, including soliciting users to subscribe to online services that compete with Joblinks.
- Post fraudulent job offers, applications, or false information on your profile. The use of bots or automated tools to scrape, spam, or hack the platform is prohibited. Any fraudulent postings or those non-compliant with local employment laws are also prohibited.

- The application and its websites are protected by copyright law. Trademarks and other personal information, including but not limited to text, software, code, photos, videos, images, music, sound, and the entirety of the Joblinks application content, are protected by copyright as a collective work under the Canadian Copyright Act. Joblinks holds a copyright on the selection, coordination, optimization, arrangement, and enhancement of the content, as well as on original content. Users shall not modify, publish, transmit, participate in the transfer or sale, create derivative works, or exploit any content of the application or our website, in whole or in part. Users may download application materials for personal use. Unless otherwise provided by copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded materials is permitted without the express authorization of Joblinks and the copyright owners. Notwithstanding permission to copy, redistribute, or publish copyrighted materials, no changes or deletions of author attribution, trademark legends, or copyright notices are allowed. The user acknowledges that they do not acquire any ownership rights upon downloading copyrighted materials.

ACCOUNT SUSPENSION OR DELETION

We reserve the right to suspend or delete your account in the event of:

- Violation of our policy.
- Suspicious or fraudulent activity.
- Explicit request on your part.

CONTENT SUBMITTED TO JOBLINKS OR POSTED ON THE APPLICATION

By posting content on the Joblinks application, the user automatically grants, and warrants that the author of such content has expressly granted, Joblinks a royalty-free, perpetual, irrevocable, and non-exclusive right and license to use, reproduce, modify, publish, translate, and distribute such content (in whole or in part) worldwide. The user also authorizes other users to access, view, store, and reproduce such content for personal use. The user grants Joblinks the right to review, copy, publish, and distribute any content made available on the Joblinks application by the user. No compensation will be paid for the use of such content as provided in this agreement.

USE OF THE APPLICATION

The user agrees to use the application solely to post, send, and receive messages related to job offers or applications. Joblinks is not legally obligated to monitor the content or information transmitted by users on the Joblinks application. You are solely responsible for and acknowledge the risks associated with uploading your information to the application. Companies, "employers," and "recruiters" are solely responsible for their job postings on the application. Joblinks is a social employment network connecting companies, recruiters, employers, and job seekers (candidates). Due to constant changes, updates to the information transmitted on the application cannot be made at all times. Joblinks cannot be held responsible for your search choices, the accessibility of the application, the jobs offered, employer responses, the results of your searches, or any decisions arising therefrom.

Without limitation, the user agrees not to:

- Use the services for surveys, chain letters, spamming, or any pyramidal messaging, sending commercial advertisements, or similar activities.
- Defame, insult, harass, stalk, threaten, or otherwise violate the legal rights of others, such as privacy rights.
- Post, display, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or illegal subject matter, name, material, or information.
- Propose, solicit, or attempt to introduce messages related to prohibited, illegal activities, or any criminal acts without limitation.
- Upload or make available files containing images, videos, photos, software, or other materials protected by intellectual property laws, such as copyrights or trademarks, unless the user owns or controls those rights or has received the necessary authorization to do so.
- Use, falsify, or remove information, including images, videos, and photos made available through the services, in a manner that violates any copyright, trademark, author attribution, legal notices, personal designations, labels of origin, company logos, or the source of software or other materials contained in a file, patent, trade secret, or proprietary right transmitted on the application by a third party.
- Upload files containing viruses, corrupted files, or other software, hacking acts, or use bots or similar programs that may damage the operation of the application, computers, or the property of others.
- Intentionally transmit false, incomplete, or falsified declarations, documents, resumes, or personal information through the services.
- Post or publish explicit, obscene, vulgar, sexual, or pornographic images, photos, or videos.
- Advertise or offer to sell or buy any goods or services for commercial purposes.
- Restrict or prevent another user from using and benefiting from the services.
- Violate any code of conduct or other principles applicable to our services.
- Collect or harvest information about other users, including email addresses, to harass or cause harm.
- Violate any applicable laws or regulations.
- Create a false identity or impersonate someone to deceive others.

- Use, download, copy, or provide (with or without charge) to any person or entity any directory of users of the services or other information about another user or usage of any part thereof.

Joblinks has no legal obligation to screen information, monitor the services, or verify the accuracy of content, texts, documents (“resumes”), job offers, or the ability of employers to fulfill their job offers, nor the qualifications of candidates. However, Joblinks may, at its sole discretion, review content posted on the services and remove any material that is illegal, threatening, defamatory, vulgar, or could constitute a criminal offense or violate rights, or revise, remove, or refuse to post any information or material, in whole or in part; it may also terminate a user’s access to the services at any time, without notice, and for any reason.

The user of the application is fully responsible for the compliance of all their content, behavior, and actions on the application and releases Joblinks (its employees, agents, and representatives) from any liability for disputes that may arise between users. Joblinks reserves the right to provide, at any time, any information deemed necessary to comply with laws, terms of use, or any government request, at its sole discretion.

ACCOUNT CREATION AND MANAGEMENT, PASSWORD SECURITY

The user must create an account to access the services and shall comply with the account creation process by providing Joblinks with current, complete, and accurate information. The user will also choose a password and/or access code and a username. Furthermore, the user is fully responsible for all content accessed through their account. The user also agrees to notify Joblinks of any unauthorized use or other security breaches. Joblinks will not be liable for any loss the user may incur as a result of another person using their account, password, and/or access code, whether the user is aware of it or not. However, the user may be held liable for losses incurred by Joblinks or any other party due to another person using their account, password, and/or access code. The user shall not, under any circumstances, use another person’s account.

- Registration: You must create an account with a valid email address and a secure password.
- Responsibility: You are responsible for the confidentiality of your login credentials and all activities on your account.
- Suspension: We reserve the right to suspend or delete your account in the event of a violation of these Terms.

PAID SUBSCRIPTION USAGE

“Paid subscription users” who use Joblinks’ services are bound by these terms of use, including the following specific conditions:

- Joblinks offers both free and paid subscriptions, as well as paid posting services.
- The full payment amount must be paid at the time of purchasing a monthly subscription or posting service. In-app purchases are managed through the Apple Store/Google Play and are subject to their payment terms. Corporate and Agency plans require full payment at the time of subscription.
- Non-Refundable: Unless required by law, payments for services are non-refundable.
- Offers must exclusively pertain to legitimate employment opportunities.
- Only one posting per job offer is permitted.
- It is prohibited to require candidates to pay any monetary amount to apply for a job offer.
- No refunds will be issued.
- Confidential Information: Under no circumstances will we record or disclose your credit card information in purchase confirmation emails or otherwise.
- Job offers may not, under any circumstances, be used for recruitment purposes for a third-party company that is not a member of the Joblinks community, except under pre-established agreements with Joblinks (Agency plan).
- In the event of a change in status or vocation of a paid subscription user during an active subscription, Joblinks reserves the right to modify the user’s plan to reflect this change and adjust the applicable pricing for the remainder of the subscription period and thereafter. Failure to comply may result in Joblinks terminating the paid subscription user’s account immediately without compensation or prorated refund for the remaining subscription months.

TRADEMARK AND INTELLECTUAL PROPERTY

The Joblinks application, its design, logo, and algorithms are the exclusive property of Fenix Technologie Inc., protected by copyright and trademark laws. You may not copy, modify, or distribute the application without our written authorization.

WARRANTY DISCLAIMER AND LIMITATION OF JOBLINKS’ LIABILITY

- The user expressly acknowledges that the use of the Joblinks application is at their sole risk. Joblinks, its employees, and agents do not guarantee that the Joblinks application will operate without interruption or errors; nor do they guarantee the results that may be obtained

from using the Joblinks application, its accuracy, reliability, or the content of the information or services provided through the Joblinks application.

- The Joblinks application is provided to users on an “as-is” basis without any warranty of any kind, express or implied, including but not limited to warranties of title, accuracy of content, photos, the truthfulness of texts, and/or any other materials transmitted on the application by users.
- This disclaimer of liability applies to any damages or harm caused by any failure, error, omission, interruption, deletion, defect, delay in operation, transmission, computer viruses, communication line failure, theft, destruction, unauthorized access, alteration, or use of data, whether due to breach of contract, misconduct, negligence, or any other cause of action. The user specifically acknowledges that Joblinks is not responsible for the defamatory, offensive, or illegal conduct of third parties and that the risk of damages resulting therefrom rests with the user.
- Under no circumstances will Joblinks, or any person or entity involved in the creation, production, or distribution of the Joblinks application or Fenix Technologie software, be liable for any damages, including but not limited to indirect, consequential, special, incidental, or punitive damages arising from the use or inability to use the Joblinks application. The user acknowledges through this agreement that the provisions of this section apply to all content on the application.
- In addition to the terms set forth above, Joblinks/Fenix Technologie will not be liable, regardless of the cause or duration, for errors, inaccuracies, omissions, or other defects in the information contained on the Joblinks application, including their authenticity, or for any complaints or losses resulting from the use of the application or caused by the site. Joblinks will not be liable for any complaints or losses, of any nature, that third parties may incur from using Joblinks, including but not limited to loss of profits and any damages
- Limitation of Liability: The amount Joblinks limits its liability for any claim for damages related to the Terms of Use is CAD 100.

LINKS TO THIRD-PARTY SITES

Links on the application that allow you to access other sites are not under Joblinks' control, and Joblinks is not responsible for the content of those sites, any links contained within those sites, or any changes or updates to those sites. Joblinks provides these links as a convenience, and the inclusion of a link to a site does not imply endorsement of the site by Joblinks. As such, Joblinks has no control over such content. Any offer, service, or other information or content expressed or made available to others by any third party, users, or any other user of Joblinks belongs to their respective authors and not to Joblinks.

CONTENT MONITORING OF THE APPLICATION

Joblinks has the right, but not the obligation, to monitor the content of the Joblinks application to ensure compliance with this agreement, the operating rules established by Joblinks, and any applicable laws, regulations, or governmental requirements. Joblinks has the right, at its sole discretion, to review, refuse to post, or remove any material submitted or posted on the Joblinks application. Without limiting the foregoing, Joblinks has the right to remove any material that, in its discretion, it deems to be in violation of the provisions of this agreement or otherwise unacceptable.

TERMINATION OF AGREEMENT

Joblinks or the user may terminate their account at any time for any reason on Joblinks. To delete their account, the user must go to Account Settings > Delete My Account or follow the procedure provided in the FAQ on the Joblinks website. Without limiting the foregoing, Joblinks has the right to immediately close the user's account in the event of conduct by the user that Joblinks deems, at its discretion, to be unacceptable, or in the event of a breach of this agreement by the user.

INDEMNIFICATION

You agree to defend and indemnify Joblinks, its partners, employees, representatives, and directors against any loss, lawsuit, or claim, including reasonable attorney or legal representative fees, caused by or attributable to your use of the application in violation of these Terms of Use due to reprehensible and condemnable conduct.

In the event of a violation of the prohibition on using bots or a breach of the rules and terms of use, Joblinks reserves the right to claim damages. Any amount claimed by Joblinks under these terms that remains unpaid after 30 days will bear interest at 2% per month until fully paid.

MISCELLANEOUS PROVISIONS

This agreement, along with any rules governing the Joblinks application established by Joblinks, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes any prior oral or written agreements between the parties regarding said subject matter. This agreement shall be interpreted in accordance with the laws of Quebec, excluding conflict of law rules.

- a) No waiver by either party of any breach or default under this agreement shall be deemed a waiver of any prior or subsequent breach or default.
- b) The Terms of Use are accepted and valid upon first use and confirm that you become a user member of the Joblinks application.
- c) Section headings are used herein for convenience only and shall have no legal effect.

PRIVACY POLICY OF JOBLINKS

LAST UPDATED: April 16, 2025
APPLICATION: JOBLINKS
PUBLISHER: FENIX TECHNOLOGIE INC.
AVAILABLE ON: APPLE STORE / GOOGLE PLAY

At Joblinks, we are committed to protecting your personal data and respecting your privacy. This Privacy Policy explains how we collect, use, share, and protect your information when you use our professional social networking application for job and candidate searches. By using Joblinks, you agree to the practices described below. We comply with applicable laws, such as the GDPR in Europe and the Personal Information Protection Act in Quebec.

SCOPE

This policy applies to all data collected through the Joblinks application, including during registration, use of features (e.g., profile creation, job search, networking), and interactions with our services.

DATA WE COLLECT

We collect various categories of data to provide you with a personalized and efficient experience. This data includes:

DATA PROVIDED BY YOU

- Account Information: Name, email address, password, phone number (optional).
- Professional Profile: Resume, skills, work experience, education, profile photo (optional), location.
- Generated Content: Job offers posted, messages exchanged with other users, comments, or posts in networking groups.
- Payment Information: Billing data for in-app purchases (processed through the Apple Store).

DATA COLLECTED AUTOMATICALLY

- Usage Data: Pages visited, time spent, clicks, searches performed, interactions with AI recommendations.
- Technical Data: IP address, device type, operating system (e.g., iOS), unique device identifier, application version.
- Location Data: Approximate location (e.g., city) based on your IP, or, with your consent, precise location via GPS for local job suggestions.

DATA FROM THIRD PARTIES

- Social Media Login: If you log in via a third-party account (e.g., Apple ID, Google), we may collect information such as your name and email, depending on the permissions granted.

HOW WE USE YOUR DATA

We use your data to:

- Provide the Service: Create and manage your account, display your profile, facilitate applications, and networking.
- Personalization: Use our AI to suggest relevant job offers and connections based on your skills and preferences.
- Communication: Send you notifications (e.g., new offers, messages received) and promotional emails (if you consent).
- Improvement: Analyze usage to optimize the application and develop new features.
- Security: Detect and prevent fraud, abuse, or violations of the Terms.
- Legal Compliance: Comply with legal obligations or respond to requests from authorities.

LEGAL BASIS FOR PROCESSING

Depending on the jurisdiction (e.g., GDPR for Europe), we process your data based on the following:

- Consent: For optional data (e.g., precise location, marketing).
- Contract Performance: To provide Joblinks' core services (e.g., profile creation).
- Legitimate Interest: To improve the application and ensure its security.
- Legal Obligation: To comply with applicable laws.

SHARING YOUR DATA

We share your data in the following cases:

- With Other Users: Your public profile (e.g., name, skills) is visible to employers or candidates based on your privacy settings.
- Service Providers: With partners (e.g., cloud hosting via AWS, analytics) who assist in operating Joblinks, under strict confidentiality agreements.
- Apple Store: To process payments for in-app purchases.
- Legal Compliance: If required by law or to protect our rights (e.g., in response to a subpoena).
- Business Transfers: In the event of a merger, acquisition, or asset sale, your data may be transferred, with prior notification if possible.

INTERNATIONAL TRANSFERS

Joblinks operates in Quebec, Canada, Europe, and the United States, so your data may be transferred and stored outside your jurisdiction. We use mechanisms such as standard contractual clauses (GDPR) to ensure adequate protection.

DATA SECURITY

We implement technical and organizational measures to protect your data, such as:

- Encryption of data in transit and at rest.
- Strict access controls for our employees.
- System monitoring to detect intrusions.

However, no method is foolproof; we encourage you to secure your login credentials.

DATA RETENTION

- Duration: We retain your data as long as your account is active or necessary to provide the services. Inactive data (deleted accounts) is erased after 12 months, unless legally required otherwise.
- Exceptions: Anonymized data may be retained indefinitely for statistical analysis.

YOUR RIGHTS

Depending on applicable laws (e.g., GDPR, Quebec's Law 25, CCPA), you have the following rights:

- Access: Request a copy of your data.
- Rectification: Correct inaccurate information.
- Deletion: Delete your account and data (subject to legal obligations).
- Objection: Opt out of certain processing (e.g., marketing).
- Portability: Receive your data in a structured format.
- Withdrawal of Consent: Revoke your consent where applicable.

To exercise these rights, contact us at support@joblinks.app.

COOKIES AND SIMILAR TECHNOLOGIES

We use device identifiers and analytics tools (e.g., crash reports via Apple, internal analytics) to track usage and improve Joblinks. You can manage notifications and permissions through your iOS device settings.

MINOR USERS

Joblinks is not intended for users under 13 years old. If we discover that a minor under 13 has provided data without parental consent, we will delete that information.

POLICY CHANGES

We may update this Policy to reflect changes in our practices or laws. Updates will be posted in the application or on our website, and we will notify you of significant changes via email or notification.

CONTACT AND COMPLAINTS

For any questions or complaints regarding your data:

- Email: support@joblinks.app

If you are in Europe, you can contact our GDPR representative at the same address. You also have the right to file a complaint with your data protection authority (e.g., CNIL in France, Commission d'accès à l'information in Quebec).

APPLE STORE-SPECIFIC PROVISIONS

Data collected via the Apple Store (e.g., Apple ID) is subject to Apple's policies. Permissions (e.g., location, notifications) are managed through iOS settings, which you can modify at any time.

Thank you for trusting Joblinks to connect your professional future. We are committed to protecting your data with care and transparency.

AGREEMENT ON TERMS AND CONDITIONS OF USE AND PRIVACY POLICY OF JOBLINKS
