



TERMS AND CONDITIONS OF USE

1. Introduction

The objective of these terms and conditions is to provide you with a comprehensive understanding of how to utilize our website ("Site"). Site within these terms and conditions, it encompasses the following websites, including all related web pages: www.armqualifiedworkforce.com. Main-d'œuvre qualifiée ARM, Inc., also known as ARM Qualified Workforce, Inc., ("the Company"), the owner and operator of this Site, offers a range of services, including but not limited to the use of software ("Software") for connecting job-seekers and potential employers ("Service"). All references to "we," "us," or "our" in these terms and conditions pertain to ARM Qualified Workforce, Inc. and, where applicable, encompass our affiliates, service providers, suppliers, and sub-contractors. The terms "you" and "your," as utilized in these terms and conditions, encompass all individuals and/or entities accessing or using this Site for any purpose.

These provisions are designed to establish the framework and expectations for users, ensuring a clear understanding of how our website should be utilized. By accessing and using our platform, you acknowledge your agreement to abide by these terms and conditions, which are in place to create a fair, secure, and efficient environment for all users.

2. Scope of Services

The Company provides recruitment and placement services for identifying and presenting qualified candidates for specified positions within an employer's organization. The Company shall perform its services in accordance with industry standards and applicable laws and regulations.

3. Candidate Placement

The Company will endeavor to identify and present candidates to employers that meet their specified criteria. However, the employer retains the sole discretion to hire or reject any candidate. The Company does not guarantee the suitability, performance, or longevity of any candidate placed with the Client.

4. User Responsibilities

4.1. Accurate Information: Users are responsible for providing accurate, complete, and up-to-date information when creating profiles or interacting with the site. This includes personal information, contact details, and any other data requested during the registration or application process.

4.2. Privacy and Data Security: Users are responsible for safeguarding their account credentials and ensuring the security of their accounts. Any activity conducted under a user's account is their sole responsibility. Users should promptly notify the Company of any unauthorized access or security breaches.

4.3. Respect for Others: Users must respect the privacy and rights of other individuals and entities using the site. Harassment, discrimination, or any form of offensive or unlawful behavior towards others is strictly prohibited.

4.4. Compliance with Laws: Users are expected to comply with all applicable local, national, and international laws and regulations while using the site. This includes but is not limited to employment laws, intellectual property rights, and data protection laws.

4.5. Ethical Conduct: Users should maintain high ethical standards when interacting with potential employers, jobseekers, and the ARM Qualified Workforce community as a whole. Unethical behavior, such as misrepresentation or dishonesty, is unacceptable.

4.6. Content Guidelines: Users are responsible for the content they post on the site, including job listings, comments, and other forms of communication. Content should be accurate, respectful, and in compliance with the site's guidelines and applicable laws.

4.7. Feedback and Reporting: Users are encouraged to provide feedback and report any violations or concerns regarding the site's content or functionality promptly. This helps maintain the integrity and quality of the platform.

4.8. Continuous Compliance: Users are responsible for regularly reviewing and ensuring compliance with these terms and conditions, as they may be updated or amended periodically.

5. Privacy Policy:

ARM Qualified Workforce, Inc., is committed to protecting the privacy and personal information of all users. Our Privacy Policy governs the collection, use, and disclosure of user data and is an integral part of your experience on this website. We encourage all users to carefully review our Privacy Policy to understand how their information is handled and safeguarded. By using this site, you agree to the terms outlined in our Privacy Policy, which can be accessed [here](#). If you have any questions or concerns regarding your privacy or data security, please contact our dedicated Privacy Officer at info@armworkforce.com. Your trust and confidence in our data handling practices are of utmost importance to us.

6. Cookies

When using the Site and/or the Service, automated data collection methods, including but not limited to cookies, may be employed. Your use of our Site is also governed by our Cookie Policy, which provides comprehensive information regarding the utilization of cookies on our Site. For a detailed explanation of how we employ these automated methods, please refer to our Cookie Policy, accessible [here](#).

7. Intellectual Property:

7.1. Ownership: All content, materials, and intellectual property displayed or made available on this website, including but not limited to text, graphics, logos, images, videos, software, and trademarks, are the exclusive property of the Company or its licensors, where applicable, and are protected by applicable copyright, trademark, and intellectual property laws.

7.2. Limited License: Users are granted a limited, non-exclusive, and non-transferable license to access and use the site and its content solely for personal, non-commercial purposes. This license does not grant any rights to modify, reproduce, distribute, or create derivative works from the site's content without explicit written consent from the Company.

7.3. Protection of Rights: The Company reserves the right to take appropriate legal action against any user or third party who violates its intellectual property rights or uses the site or its content in a manner inconsistent with these terms and conditions.

7.4. Reporting Infringements: If you believe that your intellectual property rights have been infringed upon by content on this site, please contact us promptly at info@armworkforce.com with details of the alleged infringement.

8. Dispute Resolution

8.1. Mediation as First Resort: In the event of any dispute, controversy, or claim arising out of or relating to these terms and conditions or the use of this website, all parties shall first attempt to resolve the dispute amicably and in good faith through mediation. Mediation is a collaborative

process that allows the parties involved to engage in open dialogue and reach a mutually satisfactory agreement with the assistance of a neutral third-party mediator.

8.2. Arbitration Process: If mediation fails to resolve the dispute, the matter must be submitted to arbitration. Any arbitration proceedings shall be conducted in accordance with the rules and procedures set forth by the chosen arbitration organization. All parties involved in dispute may suggest potential candidates for arbitration. However, the Company maintains the final decision-making authority in selecting the arbitration organization. The decision rendered by the arbitrator(s) shall be final and binding on all parties and enforceable in a court of competent jurisdiction.

8.3. Waiver of Litigation: By agreeing to these terms and conditions, you voluntarily waive your right to pursue any dispute through litigation in a court of law, except as provided for in applicable arbitration laws.

8.4. Costs: The costs associated with mediation and/or arbitration, including any fees charged by the mediator or arbitrator(s), shall be borne equally by the parties unless otherwise determined by the mediator or arbitrator(s).

9. Termination of Accounts

ARM Qualified Workforce, Inc., reserves the right to, at its sole discretion, terminate or suspend user accounts for any reason, including but not limited to:

- a. Violation of these terms and conditions, including any applicable policies or guidelines.
- b. Suspected engagement in fraudulent or unlawful activities on the site.
- c. Failure to maintain accurate and up-to-date user information.
- d. Breach of security protocols or any unauthorized access to the site.
- e. Actions that may compromise the integrity, security, or functionality of the site or its services.
- f. Any behavior or content that is deemed harmful, offensive, or disruptive to other users or ARM Qualified Workforce's operations.

In the event of account termination or suspension, the Company will make reasonable efforts to provide prior notice to the affected user. However, the Company may take immediate action when necessary to protect the interests of the site and its users.

Users who believe their account has been terminated or suspended in error may contact the Company's customer support at info@armqualifiedworkforce.com to request a review of the decision.

10. Limitation of Liability

10.1. General Disclaimer: ARM Qualified Workforce, Inc., its affiliates, service providers, suppliers, and sub-contractors make no representations or warranties, express or implied,

regarding the accuracy, completeness, reliability, or suitability of the information, content, or services provided on the site. We do not guarantee that the site will be error-free, uninterrupted, or free from harmful components. Your use of this website is at your own risk.

10.2. Exclusion of Damages: To the fullest extent permitted by applicable law, ARM Qualified Workforce, Inc., disclaims any and all liability for direct, indirect, incidental, consequential, special, or punitive damages, or any loss of profits or revenues, arising out of or related to your use or inability to use the site or its services, even if we have been advised of the possibility of such damages.

10.3. No Liability for Third-Party Actions: ARM Qualified Workforce, Inc., is not responsible for the actions, content, or conduct of third parties, including other users of the site or external websites linked to from this website. Any interactions or transactions with third parties are solely at your own risk.

10.4. Indemnification: You agree to indemnify, defend, and hold ARM Qualified Workforce, Inc., its affiliates, and their respective officers, directors, employees, and agents harmless from and against any and all claims, losses, liabilities, expenses, damages, and costs, including reasonable attorney's fees, arising out of or related to your use of the site, violation of these terms and conditions, or infringement of any third-party rights.

10.5. No Consequential Damages: In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed, ARM Qualified Workforce's liability is limited to the maximum extent permitted by law.

10.6. No Guarantee of Results: ARM Qualified Workforce, Inc., does not guarantee employment, placement, or specific outcomes as a result of using the site or its services. Success in job placement or any related endeavors depends on various factors beyond our control.

10.7 Acknowledgment: Your use of this website acknowledges your understanding and acceptance of the inherent risks and limitations associated with online platforms. While ARM Qualified Workforce strives to provide a secure and reliable experience, we cannot guarantee absolute accuracy or freedom from disruptions. Please read these terms and conditions carefully, and if you disagree with any part of this limitation of liability, refrain from using the site.

11. Governing Law

These terms and conditions and any dispute or claim arising out of or in connection with them, their subject-matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, and this agreement.

12. Amendments

The Company reserves the right to update, modify, or revise these terms and conditions at any time. Changes may be made to reflect legal, technological, or operational developments, as well as to enhance the user experience. We suggest revisiting this page periodically to check for any changes or updates to these binding terms and conditions.

13. Acceptance

By accessing or utilizing this Site and its services, you are confirming your agreement to adhere to these terms and conditions, as well as the documents referenced within them. Additionally, you acknowledge that the information you provide to ARM Qualified Workforce, Inc., its representatives, or agents is, to the best of your knowledge, both complete and accurate. Providing false information may lead to disqualification from placement or, if you are placed by the Company, could result in subsequent termination for valid and justifiable reasons. If you do not concur with or accept any of the terms and conditions presented here, it is imperative that you promptly cease using this site. For any inquiries regarding this website, please reach out to our customer support at info@armworkforce.com.

PRIVACY POLICY

Information Collection: By using our website, you acknowledge and consent to the collection of certain information from your device and browser, as well as the tracking of your navigation through our content. This information is collected for various purposes, including but not limited to improving user experience, website functionality, and analytical insights.

Cookie Usage: We may use cookies to gather personal information and enhance your browsing experience. Cookies are small text files that are stored on your device when you access our website. These cookies may collect information such as your IP address, browser type, device type, and navigation patterns.

Types of Cookies: We use different types of cookies, including essential cookies that are necessary for the basic functionality of the website, as well as analytics cookies that help us understand how users interact with our content. We may also use third-party cookies for advertising and marketing purposes.

Opt-Out and Cookie Settings: You have the option to manage your cookie preferences and settings. You can choose to accept or decline cookies through your browser settings. Please note that disabling certain cookies may affect the functionality and user experience of our website.

Data Protection: We take data protection seriously and adhere to all applicable data privacy laws and regulations. Your personal information is treated with care and confidentiality, and we have implemented security measures to safeguard it.

What personal data do we collect?

When you visit our website or interact with our services, we may collect various types of personal data, including but not limited to:

Contact Information: This may include your name, email address, postal address, and phone number, which you provide when you register for an account, subscribe to newsletters, or contact us through our website.

Account Credentials: Information such as usernames, passwords, and security questions that you create for your account on our website.

Usage Data: Data related to how you interact with our website and services. This may encompass information such as the pages you visit, the duration of your visits, the actions you take (e.g., clicks and form submissions), and your navigation patterns.

Device and Browser Information: Details about your device and web browser, including your IP address, operating system, browser type, and version, as well as unique identifiers.

Geolocation Data: With your explicit consent, we may collect information about your approximate geographic location based on your device's IP address or other available geolocation data.

Cookies and Tracking Technologies: Our website uses cookies, web beacons, and similar tracking technologies to collect data about your online activities. These technologies may store information about your preferences, session data, and more. For detailed information about our use of cookies, please refer to our Cookie Policy.

User-Generated Content: Information you voluntarily provide through user-generated content, such as comments, reviews, or submissions to our website.

Communications: Records of your communications with us, including emails, chat messages, and customer support inquiries.

Social Media Information: If you choose to connect or interact with us through social media platforms, we may collect information from your social media profiles in accordance with your privacy settings.

Third-Party Data: In some cases, we may obtain data from third-party sources, business partners, or service providers to enhance our services and improve the accuracy of our records.

Please note that the specific personal data collected may vary based on your interactions with our website and the choices you make while using our services. We strive to collect only the information that is necessary for the purposes outlined in our Privacy Policy and within the bounds of applicable laws and regulations.

Why we collect this Data?

We collect this data for various purposes, including improving our services, providing a personalized experience, conducting analytics, and complying with legal obligations. Here's an explanation of why we need this data:

User Experience Enhancement: Personal data helps us provide a tailored and user-friendly experience. For example, we may use your preferences and past interactions to recommend content or services that are more relevant to you.

Communication: We use your contact information, such as your email address, to communicate with you about updates, notifications, and important information related to our services.

Account Management: Personal data is essential for creating and managing user accounts. It allows us to verify your identity and secure your account.

Analytics and Improvements: We analyze data, including usage patterns and device information, to gain insights into how users interact with our website. This analysis helps us identify areas for improvement, enhance functionality, and optimize our services.

Personalization: With your consent, we may use personal data to personalize your experience. This includes tailoring content and recommendations based on your preferences and behavior on our website.

Legal Obligations: We may collect and retain certain data as required by applicable laws and regulations, including record-keeping and compliance purposes.

Marketing and Communications: Personal data helps us send you relevant marketing materials and information about our products, services, and promotions, subject to your consent and preferences.

Security: We use device and location data to monitor and enhance the security of our website, protect against fraudulent activities, and ensure the safety of our users.

User Support: Personal data is valuable for providing effective user support and addressing inquiries or issues you may have.

It's important to emphasize that we are committed to handling your personal data with care, and we prioritize data protection and privacy. We follow legal and ethical standards to ensure the security and confidentiality of your information. You have control over your data, and you can review, update, or delete it as per your preferences and our data management practices outlined in our Privacy Policy.

COOKIE POLICY

This section explains how we use cookies and other similar technology on this website.

What Are Cookies?

Cookies are small text files that are stored on your device (computer, smartphone, tablet, or other web-enabled devices) when you visit a website. They are widely used to make websites work efficiently and provide essential information to website owners. Cookies can be either session-based (temporary and deleted when you close your browser) or persistent (remain on your device for a longer period).

How We Use Cookies

We use cookies for various purposes, including:

Essential Cookies: These cookies are necessary for the basic functionality of our website. They enable you to navigate our site, access secure areas, and use essential features.

Analytics Cookies: We use analytics cookies to collect information about how visitors interact with our website. This data helps us understand user behavior and improve the performance and content of our site. These cookies may collect aggregated and anonymized data.

Performance Cookies: These cookies are used to enhance the performance and functionality of our website. They help us customize your experience by remembering your preferences, such as language and region.

Advertising and Marketing Cookies: We, or third-party service providers, may use these cookies to deliver personalized advertisements and promotional content based on your interests and online activities. These cookies may also help measure the effectiveness of our advertising campaigns.

Third-Party Cookies: Some cookies on our website may be placed by third-party service providers, such as social media platforms or advertising networks. These cookies enable third

parties to collect data for their own purposes, which may include targeted advertising. We do not control these third-party cookies, and their use is subject to their respective privacy policies.

Cookie Consent and Control

Upon your initial visit to our website, we seek your consent to use cookies as described in this policy. You can manage your cookie preferences through your browser settings. Please note that disabling certain cookies may impact the functionality and user experience of our website.

By continuing to use our website, you consent to the use of cookies as outlined in this policy, unless you have disabled them in your browser settings.