

TERMS AND CONDITIONS OF USE

Last Modified: September, 2022

Fizo Corp. is a corporation formed pursuant to the *Canada Business Corporations Act* (R.S.C., 1985, c. C-44) in Canada. In consideration for permitting your access to our app and online services and other good and valuable consideration, you agree as follows:

These terms and conditions (the "**Terms**") form a legally binding agreement which govern your access to and use of Fizo Corp.'s, ("we", "us" or "our") app ("**app**"), our application once available, our iOS and Android apps (collectively the "**Service**") hosted at the Apple App Store, Google Play Store and others.

IN THESE TERMS, THERE ARE PROVISIONS WHICH LIMIT OUR LIABILITY AND IMPOSE OBLIGATIONS ON YOU. YOU MUST REVIEW THESE TERMS, ALONG WITH ANY POLICIES INCORPORATED BY REFERENCE HEREIN, BEFORE USING THE APP AND SERVICE.

BY USING OUR APP AND SERVICE, YOU, THE USER ("YOU" OR "YOUR"), REPRESENT AND WARRANT THAT:

- **YOU ARE AT LEAST THE AGE OF MAJORITY IN YOUR PROVINCE OR TERRITORY; AND**
- **YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THEM.**

IF YOU ARE NOT OF THE AGE OF MAJORITY OR DO NOT AGREE TO THESE TERMS, PLEASE STOP USING THE APP AND SERVICE.

IF YOU ARE USING THE APP AND/OR SERVICE ON BEHALF OF, OR IN THE EMPLOY OF, AN ORGANIZATION (CORPORATION, TRUST, PARTNERSHIP, ETC.), YOU ARE AGREEING TO THESE TERMS FOR THAT ORGANIZATION AND REPRESENTING AND WARRANTING THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS. IN SUCH A CASE, "YOU" AND "YOUR" WILL ALSO REFER TO THAT ORGANIZATION AND YOURSELF INDIVIDUALLY. FOR GREATER CLARITY, BOTH YOU AS AN INDIVIDUAL AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THESE TERMS WHICH FORM AN AGREEMENT BETWEEN YOU AND FIZO CORP.

AMENDMENTS

AS OUR APP AND SERVICE CONTINUE TO CHANGE, WE MAY, AT ANY TIME, REVISE THESE TERMS AND OUR POLICIES BY UPDATING THIS PAGE OR THE PAGE HOSTING THE RELEVANT POLICY. THE DATE OF THE LAST VERSION

OF THESE TERMS IS POSTED ABOVE. AS YOU ARE BOUND BY THESE TERMS EACH TIME YOU VISIT OUR APP OR USE OUR SERVICE, YOU ARE RESPONSIBLE FOR PERIODICALLY REVIEWING THE AMENDMENTS TO THESE TERMS AND YOU ARE DEEMED TO HAVE ACCEPTED AND AGREED TO SUCH AMENDMENTS BY ACCESSING AND USING THE APP AND SERVICE AFTER SUCH AMENDMENTS HAVE BEEN POSTED. IF YOU DO NOT AGREE WITH THE AMENDMENTS, YOU SHALL IMMEDIATELY STOP ACCESSING THE APP AND SERVICE AND TERMINATE YOUR ACCOUNT, SUBJECT TO THE TERMS PROVIDED FOR HEREIN. WE MAY ALSO UNDERTAKE TO SEND YOU NOTICE OF ANY CHANGES TO THE TERMS OR POLICIES.

PRIVACY

WE USE YOUR PERSONAL AND BUSINESS INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY (WHICH IS INCORPORATED BY REFERENCE) AND THESE TERMS. BY USING OUR APP AND SERVICE, YOU CONSENT TO SUCH PROCESSING AND YOU WARRANT THAT ALL INFORMATION PROVIDED BY YOU IS ACCURATE.

About Our Online Service

Our Service operates as a platform to connect users offering employment opportunities with those seeking employment. In doing so, we have job posting listed on our App and Service by users. We also pull data from other places on the internet to incorporate into a list of relevant job opportunities for our users.

Establishing a Profile

You are permitted to browse the limited public facing sections of our App and Service without establishing an account. However, to post a job you will be required to establish a profile ("**User Profile**"), create a profile and provide certain personal and business information as set out in our Privacy Policy and as indicated on the Service.

We also permit job seekers to create profiles ("**User Profiles**"). It permits you to upload your employment history, educational background, a resume and create an online profile. Information inside job seeker profiles can be automatically shared with prospective employers upon you applying for a job.

All types of profile users are collectively referred to in these Terms as "**User(s)**" or "**user(s)**".

We may allow you to complete portions of your registration, via third party providers such as Facebook, Twitter, Yahoo and others. If you elect to establish your profile via one or more third party provider, you agree to permit us to collect the personal information such third party sends us to establish your profile.

Upon establishing a user profile with us, we grant you a worldwide, non-transferable, non-exclusive license to access the Service in accordance with these Terms, but

reserve the right to revoke said license and your access to our App and Service without cause or justification.

Whether you are browsing the public facing sections of our App or Service, signed up for free, paid for profile access or later pay Listing Fees (as defined below) to us, you agree that access to our App, Service and your account constitutes good and valuable consideration in exchange for agreeing to these Terms, our Privacy Policy, Acceptable Use Policy and all other documents and policies incorporated by reference.

Listing Fees

Upon establishing an User Account, you may list your job opportunities on the Service, only in accordance with these Terms and for a fee ("**Listing Fee**"). Our Listing Fees are as set out on the App and Service and are subject to change. All Listing Fees and other amounts you pay to us are collected via a third party payment processor.

Additional Terms

Additional terms, as they relate to the fees you pay us, including but not limited to, price, tax, refunds and payment may be specified in the App and/or the Service. Those terms, as amended from time to time, are hereby incorporated by reference and form part of this agreement. If any information or terms posted to the App or Service concerning prices, tax, discounts or refunds are posted in error, we reserve the right to amend those terms.

Posting/Listing Rules

In addition our Acceptable Use Policy, in posting in our App or Service:

- You agree not to make any misrepresentations about yourself, your business or the job details you post;
- You agree you are completely responsible for all information and images you post to the App and Service, statements you make, actions or omissions you take or fail to take and for assuring that such acts or omissions do not infringe upon or violate the rights of any other party (including other users) or any applicable laws, rules or regulations; and
- You agree you will only post jobs or opportunities that you have the lawful right to post and that no jobs or opportunities shall require employees or contractors to do anything illegal or generally have an illegal nature or intent.

Account Not Transferable, Updating Your Account & Security

If you establish an account with us, access to your account is not transferrable and is only intended for the individual or entity that established the account. Upon setting up an account you will be required to create a username and password. You are responsible for safeguarding the password you use to access the App and Service and

you agree not to disclose your password to any third party. You agree you are responsible for any activity on your account, whether or not you authorized that activity. You agree to immediately notify us of any unauthorized use of your account.

Your Relationship To Us

As an account holder or user, you agree, understand, represent and warrant that you are not an employee, shareholder, joint venturer, agent or partner of ours (and expressly waive the application or operation of the Ontario *Partnerships Act*, R.S.O. 1990, c. P.5 or any similar legislation in any other jurisdiction). You agree that you are an independent party and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. You have no power or authority to bind us to any obligation, agreement, debt or liability, nor shall you hold yourself out as an agent or representative of ours.

Disputes

OUR SERVICE DOES NOT FACILITATE THE RESOLUTION OF DISPUTES BETWEEN USERS. IN THE EVENT OF A DISPUTE WITH ANOTHER USER, YOU AGREE THAT WE SHALL NOT BE A PARTY TO ANY SUCH DISPUTE, COURT, TRIBUNAL OR ARBITRAL PROCEEDING COMMENCED BY EITHER PARTY OR ANY USER AGAINST ANOTHER. YOU ARE RESPONSIBLE FOR SETTLING ALL DISPUTES YOU MAY HAVE WITH OTHER USERS.

ACCEPTANCE OF RISK AND DISCLAIMERS

YOU USE THE SERVICE AT YOUR OWN RISK.

EVERYTHING IN OUR APP AND PROVIDED AS PART OF OUR SERVICE OFFERING IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

YOU ACKNOWLEDGE THAT NOT ALL JOB POSTINGS IN OUR APP AND SERVICE MAY BE POSTED BY US OR OTHER USERS. IN SOME CASES, OUR SERVICE MAY AUTOMATICALLY REPOST JOBS FROM OUR LICENSORS AND THIRD PARTY WEBSITES. WE DO NOT REVIEW OR PRESCREEN SUCH JOB POSTINGS OR OTHER CONTENT. YOU ACCESS THOSE POSTING AND ALL OTHER INFORMATION AT YOUR OWN RISK.

AS WE MERELY FACILITATE THE CONNECTION OF USERS ONLINE WE DO NOT GUARANTEE, AMONG OTHER THINGS, (i) THE ACCURACY OF INFORMATION POSTED BY USERS, (ii) THE QUALITY OF EMPLOYMENT OPPORTUNITIES OR OTHER SERVICES PROVIDED BY USERS, OR (iii) THE RELIABILITY OF ANOTHER USER.

IT IS YOUR OWN RESPONSIBILITY TO ASSESS THE RISK OF USING OUR SERVICE AND THE RISK OF CONNECTING WITH OTHER USERS ONLINE OR IN-PERSON.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND ACCOUNT HOLDERS YOU MEET ON THE SERVICE, WHETHER THOSE INTERACTIONS TAKE PLACE ONLINE OR OFFLINE (IN PERSON).

YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT PRESCREEN, VET OR PERFORM ANY BACKGROUND CHECKS ON USERS, ACCOUNT HOLDERS OR LISTINGS. AS SUCH, YOU ACCEPT ALL RISKS ASSOCIATED WITH MEETING, INTERACTING AND ENGAGING WITH OTHER USERS AND ACCOUNT HOLDERS ON OR VIA OUR SERVICE (INCLUDING OFFLINE, IN PERSON INTERACTIONS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH RISKS INCLUDE BUT ARE NOT LIMITED TO THE RISK OF PHYSICAL HARM FROM IN PERSON INTERACTIONS WITH OTHER USERS. YOU ARE RESPONSIBLE FOR TAKING APPROPRIATE SAFETY PRECAUTIONS WHEN CONNECTING WITH OTHER USERS AND ACCOUNT HOLDERS.

YOU AGREE THAT, WHILE WE STRIVE TO HAVE ERROR FREE AND UNINTERRUPTED SERVICE, WE DO NOT GUARANTEE THE ABSENCE OF INTERRUPTIONS NOR SHALL YOU HOLD US LIABLE FOR ANY DAMAGE SUCH INTERRUPTIONS MAY CAUSE.

As Users are responsible for uploading their own information and job postings, we cannot guarantee the accuracy of any such information. It is your responsibility to ensure the accuracy of the information uploaded. We do not warrant that the contents of the App or Service, including, without limitation, images, reviews or other content are accurate or complete. We reserve the right, but have no obligation, to:

- Remove any content or jobs listed in the App or Service by any user without notice, justification or cause;
- Ban or remove a user without notice, justification or cause;
- Correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person;
- Change or update, at any time, the prices, fees, taxes and charges for our Listing Fees or other fees; and
- Reject, correct, cancel or terminate any product listing or Listing Fees paid by you for any reason.

DISCLOSURE PURSUANT TO COURT ORDER, SUBPOENA OR OTHER LEGAL PROCESS

WE RESERVE THE RIGHT TO PROVIDE YOUR CONTENT AND INFORMATION (INCLUDING BUT NOT LIMITED TO YOUR PERSONAL AND BUSINESS INFORMATION) UPLOADED OR COLLECTED BY OUR APP OR SERVICE TO THIRD PARTIES IF REQUIRED BY LAW (SUCH AS IN RESPONSE TO A SUBPOENA, COURT ORDER OR OTHER LEGAL PROCESS IN ANY JURISDICTION), AND TO COOPERATE WITH LAW ENFORCEMENT AUTHORITIES IN THE INVESTIGATION OF ANY CRIMINAL OR CIVIL MATTER.

IF WE ARE REQUIRED BY LAW TO MAKE ANY DISCLOSURE OF YOUR CONTENT OR PERSONAL OR BUSINESS INFORMATION, WE MAY (BUT ARE NOT OBLIGATED TO) PROVIDE YOU WITH WRITTEN NOTICE (TO THE EXTENT PERMITTED BY LAW) PRIOR TO SUCH DISCLOSURE SO THAT YOU MAY TAKE APPROPRIATE ACTION.

WE ALSO OPERATE THE APP AND SERVICE IN CONJUNCTION WITH OUR INDEPENDENT CONTRACTORS. OUR INDEPENDENT CONTRACTORS MAY HAVE ACCESS TO YOUR PERSONAL AND BUSINESS INFORMATION IN PROVIDING SERVICES TO US, OR PROVIDING YOU WITH ACCESS TO THE APP AND SERVICE. WE MAY USE A VARIETY OF SERVICE PROVIDERS, EMPLOYEES AND SERVERS IN LOCATIONS BOTH INSIDE AND OUTSIDE OF CANADA, WHICH MAY MAKE YOUR PERSONAL INFORMATION THE SUBJECT OF FOREIGN LAWS AND FOREIGN LEGAL PROCEEDINGS.

TO THE EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE GENERALITY OF THIS SECTION, OR ANY OTHER SECTION LIMITING OUR LIABILITY, YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS, INCLUDING THE NEGLIGENT ACTS OR OMISSIONS, OF OUR INDEPENDENT CONTRACTORS OR THIRD PARTY SERVICE PROVIDERS.

LIMITATION OF OUR LIABILITY

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS OR LICENSORS BE LIABLE, HOWSOEVER CAUSED, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THOSE DAMAGES WERE FORESEEABLE OR NOT.

IF YOU ARE DISSATISFIED WITH THE APP OR SERVICE, OR DO NOT AGREE WITH ANY PART OF THESE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, OUR AFFILATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS OR LICENSORS,

THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE APP AND SERVICE.

IN ADDITION TO YOUR AGREEMENT TO NOT HOLD THE ABOVE ENTITIES AND PERSONS LIABLE FOR ANY DAMAGES, IN THE EVENT A COURT OR ARBITRATOR OF COMPETENT JURISDICTION DECLINES TO UPHOLD SAID CLAUSE, YOU AGREE THAT IN NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR IN ANY WAY ARISING FROM THE USE OF OUR APP OR SERVICE, OR IN ANY WAY RELATED TO THESE TERMS, BE MORE THAN THE AMOUNTS PAID BY YOU TO US (IF ANY), OVER THE PRECEDING THREE (3) MONTHS, WHETHER AS LISTING FEES OR OTHERWISE.

YOU AGREE AND ACKNOWLEDGE THAT ACCESS TO OUR APP AND SERVICE, AND IF YOU ARE A PAYING USER, THE FEES PAID BY YOU, REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT WE WOULD NOT ENTER INTO THIS AGREEMENT OR GRANT ACCESS TO THE APP OR SERVICE WITHOUT THESE RESTRICTIONS AND LIMITATIONS ON OUR LIABILITY.

INDEMNIFICATION AND HOLD HARMLESS

WITHOUT LIMITING OUR RIGHT TO PURSUE ANY LEGAL ACTION OR REMEDIES AGAINST YOU, YOU AGREE TO INDEMNIFY US, OUR AFFILIATES, EMPLOYEES, SHAREHOLDERS, DIRECTORS, AGENTS, REPRESENTATIVES AND CONTRACTORS, AND TO DEFEND AND HOLD EACH OF THEM HARMLESS, FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING REASONABLE LEGAL FEES) WHICH MAY ARISE FROM (I) YOUR VIOLATION OF THESE TERMS, OR ANY POLICY INCORPORATED BY REFERENCE; (II) YOUR VIOLATION OF ANY THIRD PARTY RIGHT OR DAMAGE CAUSED TO A THIRD PARTY; (III) ANY BREACH OF A REPRESENTATION OR WARRANTY MADE BY YOU TO US OR ANOTHER USER, EITHER IN THESE TERMS, PRIVACY POLICY OR OTHERWISE; OR (IV) ANY CLAIM FOR DAMAGES SUFFERED BY ANOTHER USER OF THE SERVICE OR THIRD PARTIES YOU INTERACT WITH AS A RESULT OF BEING A USER.

Proprietary Rights

Our App and Service contain open source and public domain content, licenced content as well as proprietary content owned by us and by third parties. You are not permitted to copy or distribute any content (including but not limited to text, images, trademarks, videos or audio) in the App or Service without the express consent of the owner. All other contents of the App and Service including, but not limited to, the computer code, is the property of Fizo Corp. and/or our independent providers of content ("ICPs") with all rights reserved. Without limiting the generality of the forgoing, you are not permitted to use any trademark or trade name of Fizo Corp., including our logo without our express permission.

All rights, title and interest in and to the App and Service and their contents or

components are and will remain the exclusive property of Fizo Corp., our ICP's and licensors, including all Intellectual Property Rights (as defined below), even if we incorporate any of your Feedback (as defined below) into subsequent versions.

The App and Service and their contents are protected by copyright, trademark and other laws of Canada, the United States and foreign countries. Except as expressly permitted in these Terms, you may not reproduce, modify or prepare derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the App and Service or their contents. You may not copy or modify the code used in the App or Service.

To ensure our ongoing ownership of the App and Service and their contents, all feedback, comments, ratings, reviews and suggestions for improvements (the "**Feedback**") that you provide to us or post to the App and Service, in any form, will immediately become our sole and exclusive property. You hereby irrevocably transfer and assign to us and agree to irrevocably assign and transfer to us all your rights, title and interest in and to all your Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, the "**Intellectual Property Rights**") therein.

At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us in acquiring, perfecting and maintaining Intellectual Property Rights and other legal protections for your Feedback. You will not earn or acquire any rights or licenses in the App and Service or their contents or in any of our Intellectual Property Rights because these Terms or your performance under these Terms.

Your Content

Our App and Service permits you and other Users the ability to upload and post content ("**User Content**") to the Service. We do not pre-screen User Content uploaded or posted to the App or Service by you or other Users. You hereby grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any of your User Content that you post or upload to the Service to facilitate the ordinary use of the Service.

IN ADDITION TO OUR ACCEPTABLE USE POLICY, YOU AGREE NOT TO USE THE APP AND SERVICE IN ANY MANNER WHICH MAY INFRINGE THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY OR IN ANY MANNER WHICH IS UNLAWFUL, OFFENSIVE, THREATENING, LIBELOUS, DEFAMATORY, PORNOGRAPHIC, OBSCENE OR IN VIOLATION OF THESE TERMS.

We may, but have no obligation to, remove content and accounts that we determine in our sole discretion to be unlawful, damaging, or violate any third party's intellectual property rights, these Terms or any policy incorporated by reference herein.

Copyright Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on our App or Service, please notify our copyright agent at copyright@fizo.io. While we take no responsibility for any User who breaches your copyright or other intellectual property rights, we may, in our sole discretion and without liability, undertake to attempt to contact the infringer on your behalf and/or cancel the infringer's account.

Linked Sites

Whether or not we are affiliated with sites or third party vendors that may be linked to our App or Service, we are not responsible for their content (the "**Linked Sites**"). The Linked Sites are for your convenience only and you access them at your own risk. We and other Users provide links and references to material and postings on other websites not owned or operated by us. Links found in our App or Service **are not an endorsement** and we do not represent or warrant the accuracy or truth of the contents of information found on said websites. **You access those links and corresponding sites at your own risk.**

Law of the Contract (Governing Law) and Jurisdiction.

These Terms, all documents incorporated by reference and your relationship with us shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, Canada, (and any Canadian federal laws applicable therein) as such laws are applied to agreements entered and performed entirely within such province.

You hereby agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts and tribunals of Ontario, Canada (including the Federal courts and tribunals as applicable therein) to settle any and all disputes arising out of or in any way related to these Terms, all documents incorporated by reference and your relationship with us.

Severability

If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Where a provision in these terms is found to be unlawful, void or for any reason unenforceable, a lawful or enforceable term which best reflects the intention of the provision, as originally drafted, shall substitute.

No Construction Against Drafter

If an ambiguity or question of intent arises with respect to any provisions of these Terms, the Terms shall be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favouring or disfavouring either party by virtue of authorship of any of the provisions of these Terms.

Waiver of Class Proceedings and Trial by Jury

To the extent permitted by law, you hereby waive your right to participate in any class action lawsuits against us, our contractors, employees, shareholders, successors, assigns and directors.

To the extent permitted by law, you further waive any right to a trial by jury, should such a right exist, in relation to any legal dispute connected to or in any way arising out of these Terms.

Incorporation by Reference

All policies referred to in these Terms or anywhere in our App or Service are hereby incorporated by reference, including but not limited to our Privacy Policy and Acceptable Use Policy.

Termination

We make no representation and cannot guarantee the continued and ongoing availability of our App or Service. Where practical to do so, we will take reasonable measures to inform you if our App or Service are being discontinued.

You can stop using our App and Service at any time. Please contact us to learn more about cancelling your account.

We reserve the right to suspend your account or access to our App or Service at any time, with or without cause, and with or without notice.

Your cancellation, suspension or termination of access to our App or Service shall not terminate this agreement. In particular, and without limiting the generality of the foregoing, any provision concerning the limitation of our liability, your indemnification obligations, settling disputes (including the jurisdiction and choice of law) shall remain binding.

Assignment of this Agreement

These Terms shall enure to the benefit of and is binding upon the parties and their respective successors and permitted assigns. You may not otherwise assign this agreement to any third party without our express written consent.

You agree that we may assign this agreement to any successor or assignee, whether pursuant to the purchase of our App and Service, the transfer of control of Fizo Corp., or otherwise.

Right to Seek Injunction

Violation of these Terms may cause us irreparable harm and, therefore, you agree that we will be entitled to seek extraordinary relief including, but not limited to, temporary

restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that we may have for a breach of these Terms.

Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Other Terms

In the course of using your account with us or using our App and Service, you may be required or by your actions may be deemed, to consent to the terms of agreements provided by certain third party service providers, including but not limited to, payment processors, credit card companies and banks. You agree that nothing in those agreements shall, in any way, alter these Terms or your obligations hereunder.

Any new features that augment or enhance the current App and Service, including the release of new versions, new products or services, tools and resources, shall be subject to these Terms. Continued use of the App and Service after any such changes shall constitute your consent to such changes.

Entire Agreement

This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by a duly authorized representative of Fizo Corp.

PRIVACY POLICY

Last Modified: September, 2022

YOU CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL AND BUSINESS INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY, WHICH MAY CHANGE FROM TIME TO TIME.

Collection of Personal and Business Information

To establish an account with us, we may collect your personal and business information including, but not limited to, your:

- Full name and username;
- Company or business name;
- Mailing address;
- Educational background (including degrees, certificates and other qualifications)
- Email address;
- Phone number;
- Information about your business;
- Information about what type of job you are seeking;
- Information contained in your resume, where you elect to upload it;
- Comments, feedback, reviews and other information you upload or provide to the App or Service;

- IP address and location data, including geo-location data;

- Statistics and analytics data regarding your use of the App and Service;

- Other types of raw data relating to how you interact with the App and Service, for example, your session duration;

- Profile photos (where you elect to upload them); and

- All other information you provide in our App or Service or otherwise.

Please note that third party service providers may have their own privacy policies on the collection and use of your information which either we or you provide them.

TO THE EXTENT YOU PROVIDE US WITH, OR UPLOAD DATA THAT INCLUDES THE PERSONAL INFORMATION OF ANOTHER PERSON, YOU REPRESENT AND WARRANT THAT YOU HAVE THEIR AUTHORIZATION TO PROVIDE US WITH THAT INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND OUR TERMS AND CONDITIONS OF USE.

Use of Location Services

Our Service may use location services made available online and by iOS, Android and other platforms. Location services allows location-based apps and websites to use information from internet service providers, cellular, Wi-Fi, Global Positioning System (GPS) networks, and iBeacons to determine your approximate location.

We use this information to locate jobs or prospects that are close to you, or in the jurisdiction in which you are looking for a job.

Credit Card and Payment Processing Companies

We may also collect credit card and payment information from you via a third party payment provider. Their additional terms of service and privacy policies may apply to the collection and use of your personal information. If you have questions regarding our payment processor, please contact us. We process payments and payment information from you in accordance with our Terms and Conditions of Use.

The Use of Your Personal Information

The collection of your personal information may also be used to:

- Facilitate the operation of the App and Service, including providing your personal information to other Users. For example, upon applying for a job opportunity, we may facilitate the sending of your resume and account information (as a job seeker) to a prospective employer.
- Promote our App and Service offerings to you in various forms of communication;
- Support and improve the App and Service we offer, including providing User support;
- Communicate with you about your account or services we offer;
- Bill and collect money owed to us;
- Pursue available legal remedies to us and to prosecute or defend a court, arbitration or similar proceeding;
- Send or display information and promotional materials from us, our partners, advertisers or third parties to you;
- To meet legal requirements or comply with court orders;
- To provide information to representatives, marketing partners and advisors;
- To enforce compliance with any terms and conditions and applicable law; and
- Enhance our Service offerings to you and offer you related products and services, whether by advertisements or otherwise.

IN ADDITION, WE RESERVE THE RIGHT TO PROVIDE YOUR CONTENT AND INFORMATION (INCLUDING YOUR PERSONAL AND BUSINESS INFORMATION) UPLOADED OR COLLECTED BY OUR APP, SERVICE OR OTHERWISE TO THIRD PARTIES IF REQUIRED BY LAW (SUCH AS IN RESPONSE TO A SUBPOENA, COURT ORDER OR OTHER LEGAL PROCESS IN ANY JURISDICTION), AND TO COOPERATE WITH LAW ENFORCEMENT AUTHORITIES IN THE INVESTIGATION OF ANY CRIMINAL OR CIVIL MATTER.

IF WE ARE REQUIRED BY LAW TO MAKE ANY DISCLOSURE OF YOUR CONTENT OR PERSONAL OR BUSINESS INFORMATION, WE MAY (BUT ARE NOT OBLIGATED TO) PROVIDE YOU WITH WRITTEN NOTICE (TO THE EXTENT PERMITTED BY LAW) PRIOR TO SUCH DISCLOSURE SO THAT YOU MAY TAKE APPROPRIATE ACTION.

The Disclosure of Your Personal Information and Access to It

We may share your personal information with partners and employees to use that information in connection with one or more of the purposes for which that personal information was collected.

We also operate the App and Service in conjunction with our independent contractors. Our independent contractors may have access to your personal information in providing services to us, or providing you with access to the App and Service. We may use a variety of service providers, servers, advertisers or employees in locations both inside and outside of Canada, which may make your personal information the subject of foreign laws and foreign legal proceedings.

We may also disclose your personal information to our successors (if our business or the Service is acquired by another legal entity) or any assignee of our assets relating to the App and Service.

WHILE WE TAKE MEASURES TO PROTECT PERSONAL INFORMATION, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE, HOWSOEVER CAUSED, FOR THE LOSS OR THEFT OF YOUR PERSONAL INFORMATION OR ANY DAMAGES CAUSED AS A RESULT THEREOF, SO LONG AS WE WERE NOT GROSSLY NEGLIGENT IN THE PROTECTION OF SAID INFORMATION.

Retention of Your Personal Information

We keep your personal information for as long as it is required for the purpose for which it was collected. There is no single retention period applicable to the various types of personal information collected.

Inquiries

If you believe that we have not adhered to this Privacy Policy or would like to request an amendment to your personal information being held by us, please contact our Privacy Officer by e-mail sent to privacy@fizo.io.

ACCEPTABLE USE POLICY AND CODE OF CONDUCT

Last Modified: September, 2022

WE ACCEPT NO RESPONSIBILITY FOR YOUR ACTIONS OR THE ACTIONS OF OTHER USERS OF THE APP AND SERVICE (WHETHER ONLINE OR OFFLINE).

You agree to use our App and Service in accordance with the following acceptable use and code of conduct guidelines.

You agree that you:

- Will not post any content which is misleading or deceptive, or has the effect of being misleading or deceiving to another User.
- Will not upload, copy, distribute, share, sell, create derivative works of, or otherwise alter or use any content, in whole or in part, for any purpose whatsoever except as expressly authorized in this acceptable use policy and the Terms;
- Will not upload, copy, distribute, share, or otherwise use content that is unlawful, obscene, defamatory, libelous, harmful, hateful, harassing, bullying, pornographic, threatening, racially or ethnically offensive or abusive, that would violate another person's rights (including their intellectual property rights), constitute or encourage a criminal offense, give rise to civil liability, or violate any local, state, provincial, national or international law or regulation, or that is otherwise inappropriate;
- Will not exploit the images of children or disclose personally identifiable information belonging to others;
- Will not upload, copy, distribute, share or otherwise use unsolicited or unauthorized advertising, promotional materials, or any junk mail;
- Will not upload, copy, distribute, share or otherwise use content that contains or embodies software viruses or any other malicious computer code that is designed to interrupt, undermine, destroy or limit the functionality of any computer software, hardware or communications equipment, or that is designed to perform functions on any software, hardware or equipment without the owner's express consent;
- Will not disclose your password or transfer your account to any third party, or allow any third party to access your account;
- Will not impersonate any person or entity;

- Will not access the App and Service by any means other than through the interface provided by us for use in accessing the App and Service. This includes not using or launching any automated system, spider, robot (or "bot"), scraper or offline reader that accesses the Service in a way that sends more request messages to our servers in a given time period than a human reasonably can produce in the same time period;
- Will not interfere with or disrupt the App, Service or servers or networks connected thereto, make the Service available over a network (other than our network) where it could be used by others or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Will not use the App or Service to artificially generate traffic or page links to an app or website or for any other purpose not intended;
- Will not collect, harvest or store any personally identifiable information, including User account information, from us;
- Will not use the App or Service in a way that has any unlawful or fraudulent purpose or effect;
- Will not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the App or Service, in whole or in part;
- Will not circumvent, disable, violate or otherwise interfere with any security related feature of the App or Service;
- Will not rent, lease, sublicense, transfer, sell, trade, resell or exploit for any commercial purposes any portion of the App or Service (including, without limitation, your account information, use of the Service or access to the Service);
- Will not use your account for your own commercial purposes by sublicensing any rights granted by the Terms or, in any way, sharing the benefit of your account with others. Your account is non-transferrable and may only be used by you;
- Will not use the App or Service in any way that violates the Terms, or that aids, encourages, or purports to authorize anyone else to violate the terms of this policy;
- Will not use the App or Service in any way that intentionally or unintentionally violates any applicable local, state, provincial, national or international law, rule or regulation;
- Will not employ misleading e-mail addresses or falsify information in any part of any communication; and

- Will not upload, transmit, disseminate, post, store or post links to any content that:
 - Prohibits from transmitting or posting by law, or by contractual or fiduciary relationship;
 - Facilitates hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
 - Interferes with service to any User, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an attack or any other means resulting in a crash of a host either deliberately or by negligence;
 - Infringes on, or contributes to any infringement of, any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party.

We reserve the right in our sole discretion to revise this policy, which shall be posted in the App and Service.