

PRIVACY POLICY

Effective Date: October 6, 2025

At Pinnacle Staffing Solutions Inc. (also referred to as “**Pinnacle**”, “**us**”, or “**we**”) we respect your right to control your personal information. That is why we have developed this privacy policy (the “**Privacy Policy**”) which describes:

- the types of personal information we collect about you;
- the purposes for which we collect that information;
- how we use that information;
- with whom we share that information;
- how we safeguard that information;
- the choices available to you regarding how we use your personal information; and
- how you can contact us about our privacy practices.

This page contains the Privacy Policy which applies to personal information we collect in the course of providing you with the following services:

- the website <https://pinnacle.jobs/> (the “**Site**”), as well as for any other websites or microsites operated by Pinnacle (collectively and together with the Site, the “**Sites**”);
- any web applications, mobile applications, tools, forums, or social media pages offered by Pinnacle on the Sites;
- any online services offered by Pinnacle on the Sites, including but not limited to a list of available jobs, the ability to apply for such jobs through the Sites, and the ability to create a profile, upload resumes and create job alerts on the Sites; and
- staffing and recruitment services, including testing and training services (collectively, the “**Service**”).

By accessing or using the Service, you consent to the collection, use and disclosure of personal information by Pinnacle in accordance with this Privacy Policy. You may choose not to provide us with personal information. You also have the right to withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. However, if you choose not to provide your consent or to withdraw your consent, we may not be able to provide you with the application, service, or information that you request.

If you are an Organization submitting an individual’s personal information, you acknowledge that you have obtained any consent that may be required to do so.

We recommend that you read this Privacy Policy in its entirety to ensure that you are fully informed. However, you can access specific sections of this Privacy Policy based on the type of information you are looking for by clicking on the links below.

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1. Definitions

For the purposes of this Privacy Policy, the following words have the following meanings:

- **"collection"** means the act of gathering, acquiring, recording or obtaining personal information from any source, including third parties, by any means.
- **"consent"** means voluntary agreement with the collection, use and disclosure of personal information for defined purposes. Consent can be either express or implied and can be provided directly by the individual or by an authorized representative, such as a parent or guardian. Express consent is permission that is granted by an individual taking a positive step to signify consent and may be given orally, electronically or in writing. Implied consent is the assumption of consent that can reasonably be inferred from a user's action or inaction.
- **"disclosure"** means making personal information available to a third party.
- **"employee"** means an employee of Pinnacle, and for the purpose of this Privacy Policy only, includes agents, independent and other contractors performing services for Pinnacle.
- **"non-personal information"** means information that does not identify a specific individual and which we are unable to connect to other information in order to identify a specific individual.
- **"Organization"** means a company, entity or organization, including any business, but does not include an individual.
- **"personal information"** means information about an identifiable individual, but not aggregated information that cannot be associated with a specific individual.
- **"registered user"** means a user who has created and registered an account or accounts with Pinnacle, as well as an Organization that has created and registered an account or accounts with Pinnacle.
- **"third party"** means an individual other than the user, or the user's agent, or an organization other than Pinnacle or an Organization, other than the user.

- “**use**” means the treatment, handling and management of personal information by and within Pinnacle.
- “**user**” means an individual who visits the Sites and/or accesses the Service and/or uses the Service, as well as an Organization which visits the Sites and/or accesses the Services and/or uses the Service.

2. Personal Information We Collect

When you interact with us through the Service, we may collect or receive the following types of information.

Personal Information You Provide to Us

You may provide us with your personal information in different ways. For example, we may collect any or all the following personal information if the information is reasonably required to provide the Service to you:

- information that you provide when you become a registered user or otherwise complete forms on the Service, such as your name, company name, birth date, email address, social media user ID, postal address, telephone number, and country of residence;
- if you are a job seeker:
 - we collect the personal information included in your resume or cover letter, such as your educational history, skill set, and previous work experience,
 - we collect personal information while conducting reference and background checks, such as information related to work history and experience, qualifications, skill set, personality, and any other information provided by such references. Pinnacle may also conduct a criminal record check where requested by the employer and where you have provided your express consent for us to do so, and
 - Pinnacle may conduct certain entry-level testing if it is necessary to assess your suitability for a particular job, and the results of such tests may be considered your personal information collected by us;
- your log-in and password details in connection with your Pinnacle account(s), including your username;
- information that you provide to Pinnacle when you subscribe to the Service, such as your billing address, payment method and credit card information;
- your correspondence with Pinnacle employees or independent contractors, including any questions, concerns or comments you may have about the Service or problems that you report;
- comments, videos, photographs, and any other content or information that you may submit to the Service; and/or
- details of your requests made through the Service.

Technical Information We Collect Automatically

When you visit the Service, we may collect, using electronic means, technical information. This information may include:

- the IP address of your computer and which browser you used to view our Service;
- operating system;
- resolution of screen;
- location;
- language settings in browsers; and/or
- the site you came from and searched for keywords if arriving from a search engine.

This technical information (some of which in certain instances may be considered personal information) is aggregated and used to measure and improve effectiveness of our Service. We do not attempt to combine this technical information with other personal information we collect on our Service.

3. Purpose of Collection and Use of Personal Information

Pinnacle collects your personal information and will use your personal information as is reasonably required for the following purposes:

- a. if you are a registered user, to establish and maintain your Pinnacle account;
- b. to provide the Service, including web applications, the Sites, services related to recruitment and training as requested such as executive and professional search services, recruitment processing outsourcing services, flexible staffing services, and testing and training services, and/or the other services or information that you request;
- c. to manage and develop business operations, including personnel and employment matters;
- d. to verify your identity if you submit comments, videos, photographs, opinions, or any other content or information to the Service;
- e. to respond to questions, comments, requests, job applications, or complaints that you submit to Pinnacle;
- f. to collect amounts owing from you to Pinnacle, if applicable;
- g. to track communications with you;
- h. to analyze use of the Service and to improve the Service;
- i. to send emails, newsletters, regular mail or other communications you have consented to receive from Pinnacle;
- j. to provide Service-related announcements or notifications to you;
- k. to aggregate your personal information resulting from the combination and/or aggregation of certain raw personal information collected from you with other data in a way that no longer personally identifies you;
- l. to display advertising on the Service or to manage and serve our advertising on other sites. See Section 16 on targeted advertising and how you may opt out;
- m. to fulfill a purpose that we disclose to you when we request your personal information; and/or
- n. to meet legal and regulatory requirements.

Your personal information will only be collected and used by Pinnacle and our employees, independent contractors, agents, partners and service providers in a manner consistent with the activities of Pinnacle. Access to your personal information by Pinnacle employees, independent contractors, agents, partners and service providers is limited only to those authorized, based on their need to deal with the personal information for the reason(s) for which it was obtained, including to enable them to perform a business, professional or technical support function for Pinnacle.

4. Disclosure of Personal Information

Pinnacle may disclose your personal information to:

- a. its employees, independent contractors, agents, partners, distributors, retailers and service providers as is reasonably necessary to enable these parties to perform a business, professional or technical support function for Pinnacle;
- b. a person who, in the reasonable judgment of Pinnacle, is seeking the information as your agent; and

- c. a third party or parties, where you consent to such disclosure (including for example, to organization seeking candidates for a position you are interested in), or the disclosure is permitted or required by law.

In such circumstances, Pinnacle will not disclose more personal information than is required for the identified purposes. Pinnacle will also, whenever it is reasonable and practicable to do so, enter privacy agreements with third parties with whom Pinnacle discloses personal information.

Corporate Reorganization and Business Transfers

Pinnacle may also disclose your personal information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or stock, including any due diligence exercise carried out in relation to same, provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information.

5. Consent

Different types of consent may be appropriate in different circumstances. Where personal information is particularly sensitive, the purpose for which we collect it is outside of your reasonable expectations, or where it creates a meaningful risk of significant harm, express consent is required and will be obtained separately.

There are some limited circumstances where consent is not required for the collection, use and disclosure of your personal information. For example, we may disclose personal information without your knowledge or consent for the purpose of collecting a debt you owe to us. We will only process your personal information without your knowledge or consent where this is permitted or required by law.

You may withdraw your consent to the collection, use or disclosure of your personal information by Pinnacle at any time, subject to legal or contractual restrictions and reasonable notice. In certain circumstances, your withdrawal of consent may result in the inability of Pinnacle to continue providing aspects or optimization of the Service to you. Please contact Pinnacle for more information regarding the implications of withdrawing consent.

6. Change of Purpose

Pinnacle will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another purpose and that purpose is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and obtain your consent to do so pursuant to Section 21.

Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law.

7. Children

The Service is intended for general audiences and is not directed at any one under the age of majority in their respective jurisdiction unless they are an emancipated minor or otherwise capable of providing consent. We do not knowingly collect personal information from such individuals, or from any other individual incapable of providing consent on their own behalf, without the consent of that individual's parent, legal guardian, attorney under a valid power of attorney, or other person capable of consenting

on behalf of the individual. In the event that we learn that we have collected personal information from such an individual without appropriate consent, we will take the necessary steps to delete that personal information. If you become aware or believe that such an individual has provided us with personal information, please contact us as provided in Section 18.

8. Safeguarding Your Personal Information

Pinnacle is committed to safeguarding your personal information. Pinnacle uses appropriate security measures to protect personal information against risks such as loss or theft, unauthorized access, disclosure, copying, misuse, modification or destruction, and any other unlawful form of processing of the personal information in our possession regardless of the format in which it is held. The methods of protection and safeguards used by Pinnacle include, but are not limited to:

- **Administrative safeguards** such as privacy and security policies and procedures, privacy and data protection training for Pinnacle employees, independent contractors, and agents;
- **Technical safeguards** such as security testing, vulnerability scans, and technological measures, including the use of passwords, encryption, firewalls, and secure coding frameworks;
- **Physical safeguards** such as locked filing cabinets, and need-to-know access for Pinnacle employees, independent contractors, agents, partners, and service providers.

In any organization, failure to protect personal information can increase the risk of a privacy breach which can lead to things such as financial loss, reputational harm, fraud, or identity theft. While Pinnacle cannot guarantee that a privacy breach will not occur, Pinnacle will make every effort to prevent such occurrences by implementing the above security safeguards.

Pinnacle also ensures that its employees, independent contractors, agents, partners, and service providers with access to personal information are made aware of the importance of maintaining the confidentiality of personal information.

Pinnacle takes care in disposing of or destroying personal information to prevent unauthorized parties from gaining access to the information.

While Pinnacle is committed to safeguarding your personal information, we cannot ensure or warrant the security of any personal information we collect either directly or automatically from you, and you provide your personal information at your own risk.

Pinnacle cannot guarantee that such personal information may not be accessed, disclosed, altered, or destroyed by breach of any of our security safeguards. To the degree that personal information is of a sensitive nature, in the event of a breach, there may be a risk of significant harm to you which includes bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property.

Pinnacle also cannot guarantee that information sent or received over the Internet is secure and does not make any representation or warranty concerning the security of personal information communicated to or from Pinnacle via the Internet or regarding the interception by third parties.

9. Cross Border Transfer of Personal Information

Subject to any contractual restrictions as between Pinnacle and an Organization, your personal information may be stored and processed in any provinces and in any country (e.g. Canada, United

States) where we engage third party service providers. While such information is outside of your country of residence, it is subject to the law of the country in which it is held, and may be subject to disclosure to the governments, courts, law enforcement agencies or regulatory agencies of such other country, pursuant to the laws of such country. For example, personal information stored in the United States is subject to the USA PATRIOT ACT. However, our practices will always continue to be governed by this Privacy Policy.

Pinnacle has measures in place to ensure that during cross-border transfers of your personal information the personal information is subject to appropriate safeguards in accordance with data protection laws. These measures typically include contractual safeguards stipulating the confidentiality of the information and the purposes for which it is to be used.

Where and when appropriate, we will transmit amended personal information to third parties having access to the personal information in question.

10. Retention of Personal Information

Pinnacle will keep personal information only for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Policy and to comply with our legal and regulatory obligations. To determine the appropriate retention period for your information, we consider the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of your information, the purposes for which we process your information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Please note, if you are a registered user and your Pinnacle account becomes inactive, Pinnacle may choose not to retain your User Content, personal information associated with your Pinnacle account, or any other records associated with your Pinnacle account, for a period longer than 7 years after your Pinnacle account becomes inactive, in which case such information may be destroyed. If your Pinnacle account becomes inactive, you are solely responsible for exporting any such information from your Pinnacle account that you may wish to retain.

11. Non-Personal Information

Pinnacle may collect, use, and disclose non-personal information, including aggregated data resulting from the combination and/or aggregation of certain raw data collected from you with other data in a way that no longer personally identifies you. We make no attempt to link this non-personal information with the identity of individuals. We may permanently archive non-personal information for future use in any manner whatsoever.

12. Accuracy of Personal Information

Pinnacle is committed to keeping your personal information as complete, up-to-date, and accurate as is necessary for the purposes for which it is to be used. Pinnacle will promptly correct or complete any personal information found to be inaccurate or incomplete. Where appropriate, Pinnacle will transmit amended information to third parties having access to the personal information in question.

13. Access to Personal Information

Upon request, Pinnacle will provide you with a reasonable opportunity to review the accuracy of your personal information. Such personal information will be provided within a reasonable time of the request and at a minimal or no cost to you.

Also, upon request, Pinnacle will provide an account of the use and disclosure of your personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, Pinnacle will provide a list of organizations to which it may have disclosed personal information about you when it is not possible to provide an actual list.

In certain circumstances, Pinnacle may not be able to provide access to all the personal information we hold about you. In such a case, we will provide the reasons for denying access upon request. Such reasons may include:

- a. if doing so would likely reveal personal information about another individual that cannot be severed, or the information could reasonably be expected to threaten the life or security of another individual;
- b. if doing so would reveal any of our confidential information;
- c. if the information is protected by solicitor-client privilege;
- d. if the information was generated during a formal dispute resolution process; or
- e. if the information was collected in relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law, or that of a foreign jurisdiction.

Individuals can obtain information or seek access to their personal information by contacting our Privacy Officer pursuant to Section 18 of this Privacy Policy during regular business hours.

14. Cookies and Similar Technologies

The Service uses “cookies”, which are small text files placed on your computer or other device when you visit a website. When you visit the site again, the cookie allows that site to recognize your browser.

Cookies may store user preferences and other information.

There are three main types of cookies:

- a. **Session Cookies** are specific to a particular visit and limited to sending session identifiers (random numbers generated by the server) so you do not have to re-enter information when you navigate to a new page or check out. Session cookies are not permanently stored on your device and are deleted when the browser closes;
- b. **Persistent Cookies** record information about your preferences and are stored in your browser cache or mobile device and remain on your device between browsing sessions. For example, a persistent cookie may be used on a website to remember your log-in details so you will not need to enter those details each time you visit that website; and
- c. **Third Party Cookies** placed by someone other than us which may gather data across multiple websites or sessions.

We use the below listed cookies to perform the following functions:

- a. **Strictly Necessary / Technical Cookies** that are essential to enable you to move around a website and use its features. You cannot withdraw your consent to the use of these types of cookies because without them, the Service cannot be provided.
- b. **Analytical / Performance Cookies** that collect information in aggregated form about how users interact with the Service so that we may improve functionality. These cookies are sometimes placed by third party providers which enable features or functionality provided by third parties in connection with the Service. For example, advertising, interactive content, and analytics (see Section 17). The parties that set these third-party cookies can recognize your device both when it visits the website in question and when it visits certain other websites.

- c. **Functional Cookies** that allow a website to remember choices you make, recognize you when you return and to personalize content.
- d. **Targeting / Advertising Cookies** that track browser habits and used to deliver targeted (interest-based) advertising based on your browsing activities and interests. See Section 16 on how you may opt out of targeting advertising.

You acknowledge that where we allow third parties to drop cookies, we have no control over those cookies or the data generated. Please refer to the third party's privacy policy for information on what information they collect and how they use it. These cookies are likely to be analytical/performance cookies or targeting cookies.

Other Technologies

We may use other technologies similar to cookies like web beacons, which are sometimes called "tracking pixels" or "clear gifs". These are tiny graphics files that contain a unique identifier that enable us to recognize when someone has visited the Service or opened an email that we have sent them. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

Right to Refuse the Use of Information Collection Technologies

We obtain your consent to our information collection technologies through our opt-in mechanism on the Service. You have the right to object to the use of information collection technologies such as cookies. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard.

Please be aware that if you disable or remove these technologies you may find that certain functions and features will not work as intended on the Service and that when you revisit our website your ability to limit cookies is subject to your browser settings and limitations.

15. Links to Other Websites

The Service may contain links to other sites, such as Facebook, Instagram, YouTube, Twitter, and LinkedIn. This Privacy Policy only applies to personal information that we collect, use and disclose. We are not responsible or liable for the privacy practices of third parties, and we strongly recommend that you review their privacy policies before you disclose personal information to them.

16. Targeted Advertising and How You May Opt Out

We may use third party advertising partners such as advertising networks, exchanges, and social media platforms to display advertising on the Service or to manage and serve our advertising on other sites. You have a variety of options to opt out of interest-based advertising ranging from browser controls, add on utilities such as ad blockers, and other opt out tools. Opt out tools may include organizations such as:

- Network Advertising Initiative: <https://thenai.org/how-to-opt-out>
- Digital Advertising Alliance ("DAA") of Canada: <https://youradchoices.ca>
- DAA Your Ad Choices: <https://youradchoices.ca/en/tools>

17. Analytics

The Service utilizes Google Analytics, a web analysis service from Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"). Google Analytics uses "cookies," which are text files placed on your computer, to help the website analyze how users use the Service, compiling reports on the activity of the Service for the Services' operators and providing other services relating to website activity and Internet usage. The information generated by the cookie (including the IP address) is transferred and stored on a Google server located in the United States.

Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other information held by Google.

We may also use additional analytics programs from time to time to process non-personal information about you.

We make no attempt to link this non-personal information with the identity of individuals using the Service. Non-personal information may be permanently archived for future use in any manner whatsoever by Pinnacle.

Disable Google Analytics

You can prevent the collection and processing of cookie created data relating to your utilization of the Service (including your IP) via Google by downloading and installing the browser-plugin available under the following link: <https://tools.google.com/dlpage/gaoptout?hl=en>

Google currently offers this opt-out tool for Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge.

Further information concerning the terms and conditions of Google's use and data privacy can be found at:

- <https://www.google.com/analytics/terms/us.html>
- <https://policies.google.com/privacy>

18. Contact Us

To submit an inquiry, complaint, request a review of your personal information, correct or update your personal information, withdraw your consent or request more information or additional copies of this Privacy Policy contact:

Pinnacle Privacy Officer

PINNACLE STAFFING SOLUTIONS INC.

2nd Floor – 394 Graham Avenue

Winnipeg, Manitoba

R3C 0L4

1-204-943-8649

privacyofficer@pinnacle.jobs

19. Complaints

Pinnacle will promptly investigate all complaints concerning our compliance with this Privacy Policy and our dealings with your personal information. If a complaint is found to be justified, Pinnacle will

take appropriate measures to resolve the complaint, including, if necessary, amending our policies and procedures. You will be informed of the outcome of the investigation regarding your complaint.

20. Unsubscribe from Commercial Electronic Messages

We may send you commercial electronic messages (such as marketing or promotional messages) if you have:

- provided us with your express consent to receive these messages;
- recently purchased or leased a product or service from us;
- entered into a contract with us or some other form of business relationship with us;
- requested information from us; or
- applicable law otherwise permits us to send commercial electronic messages to you.

If you no longer wish to receive commercial electronic messages from Pinnacle regarding our new products or services, promotions, or other similar communications, you may unsubscribe [here](#). Please note that, after you unsubscribe, Pinnacle may still send electronic communications to you in certain limited circumstances, such as to provide you with Service notifications and billing information, or to provide information that Pinnacle is legally obligated to provide you.

21. Privacy Policy Changes

We may modify this Privacy Policy to accommodate changes in our services, changes in technology and legal developments. If we make changes to this Privacy Policy, we will provide notice through the Service, or by other means to provide you the opportunity to review the changes before they become effective. For example, we may place a prominent notice on the Service or e-mail you to let you know of an updated Privacy Policy.

If we make significant changes to this Privacy Policy, we will provide at least 30 days' notice through the Service, or by other means, to provide you the opportunity to review the changes and provide your required consent before they become effective. A significant change may be using personal information for a new purpose or disclosures to new third parties.

As outlined above, consent may be express or implied. The type of consent required depends on the circumstances. Where the changes are such that we require your express consent, we will seek it. Otherwise, you acknowledge that your continued use of the Service after we modify this Privacy Policy, publish or send a notice about our changes to this Privacy Policy means that the collection, use and sharing of your personal data is subject to the updated Privacy Policy.

If you object to any changes to this Privacy Policy you may close your account or notify us of your desire to terminate any business relationship with us, in which case we will close your account diligently.

Whenever we update this Privacy Policy, we will change the date at the top to indicate when the changes were made.

For additional information about your privacy rights, please visit the Office of the Privacy Commissioner of Canada's Internet web site at <https://www.priv.gc.ca/en/>.