

TOAST CONSULTING INC. MEMBERSHIP AGREEMENT

Last updated: December 19, 2024

You (the “**Member**”) understand that by accessing, clicking, joining, or otherwise enrolling, electronically, verbally, or otherwise, to the Toast Membership (the “**Membership**”) that you agree to be provided with products, programs, or services provided by Toast Consulting Inc., an incorporated company in the Province of Ontario, doing business as TOAST (the “**Company**”), and hereby understand that you are entering into a legally binding Agreement with the Company and are subject to the following terms and conditions.

For access to use the Membership, the Member must be eighteen [18] years of age or older and have the requisite mental capacity to agree to these Terms & Conditions. By using the Membership, the Member represents that they are at least eighteen [18] years old and agree to be bound by these Terms and Conditions.

1. DEFINITIONS

Agreement refers to this Membership Agreement that forms the entire agreement between the Member and the Company regarding your participation in the Membership;

Member refers to the participant enrolling in the Membership (referred to as either “**You**”, “**Member**”);

Membership refers to the full platform that encompasses the Membership inclusive of membership benefits and events;

2. PURPOSE

2.1 The purpose of this Agreement is to inform the Member of the membership services. The Company encourages the Member to read this Agreement carefully before accessing the Membership and/or using any of the services associated with the membership selected at the checkout page.

2.2 As part of the Membership, the Member will have access to various resources provided by the Company including online workshops, career coaching, events, salary negotiation, job hunting, and upscaling, and access to an online community. Events will include in person and virtual networking events, meetups or activities in various cities across Canada.

2.3 The Member understands that from time to time, the Company may add new items to the Membership and may also remove some of the existing items if they are no longer able to provide them for legal or technical reasons.

3. TERM

3.1 A trial period will be granted to new members of the Membership for the first fourteen [14] days, during which Members who sign up shall receive the Membership free of charge. Should Cancellation not

occur within fourteen [14] days, the trial period shall automatically transition into the full term of the Membership as outlined in *Section 3.2*.

3.2 The term of this Membership shall commence upon the date of first access to the Membership and will remain in full force and effect for a term of twelve [12] months (the “**Term**”), subject to the Trial Period, after which, the term will automatically renew for another Term (the “**Renewal Period**”) unless written notice is provided thirty [30] days prior to the Terms conclusion, as outlined in *Section 9: Cancellation*.

4. MEMBER RESPONSIBILITIES AND RESTRICTIONS

4.1 As consideration for the Members acceptance into the Membership, the Member acknowledges and agrees to abide by the following responsibilities and to be in full compliance with the following restrictions. Failure to comply with these responsibilities and restrictions may include the revocation of membership privileges.

- a. **Respectful Conduct:** Members must conduct themselves in a respectful manner at all times and are encouraged to contribute to a positive and supportive environment within the membership. This includes fostering an atmosphere of collaboration, cooperation, and mutual respect among all participants. Disrespectful, disruptive, or abusive behaviour is strictly prohibited.
- b. **Confidentiality:** Members shall maintain strict confidentiality regarding sensitive information, discussions, or materials shared within the Membership. Sharing, disclosing, or using such information outside the membership without explicit consent is prohibited. Members must exercise discretion and refrain from sharing sensitive information or discussions outside the Membership without explicit consent. Respecting each other's privacy fosters trust and creates a conducive environment for meaningful interactions within the group.
- c. **Non-Discrimination:** Members must uphold a commitment to inclusivity and non-discrimination. Discriminatory actions or remarks based on race, ethnicity, gender, religion, sexual orientation, or any other protected characteristic are strictly prohibited and may result in immediate termination of membership.
- d. **Compliance with Policies:** Members are required to adhere to all policies, rules, and regulations established by the membership organization. Failure to comply may result in sanctions or termination of membership privileges.
- e. **Compliance with Applicable Laws:** Members must comply with all applicable local, state, and federal laws in their participation within the membership. Any illegal or unlawful activities are strictly prohibited.

5. MEMBERSHIP PRICE AND PAYMENT

5.1 The Member agrees and understands that they will pay a monthly Membership fee as elected and outlined on the checkout page (the “**Membership Fee**”). The Member may elect at checkout to pay the Membership Fee monthly or annually. The Membership Fee will be auto-charged monthly or annually on the same day each month for the duration of the Term. The Member will be liable for all of the payments for the term regardless of whether the Member continues to participate in the Membership or not.

5.2 The Member authorizes upon their first transaction for the Company to charge their credit card account provided in accordance with the Membership selected. The Member agrees to provide complete, current, and accurate payment information and to update the Company should any payment information change, prior to the payment due date. In the event the Member acquires their Membership through a third party, such as their employer or another corporate organization, the Member understands that they must provide the Company with their personal credit card information for any additional fees the Member may incur during the Term of their Membership. These fees may include but are not limited to, no show fees and additional coaching calls fees as outlined in *Section 6: No Shows and Additional Fees*. If the Member does not provide personal credit card information, the Member understands and acknowledges that their employer and/or corporate organization will be responsible for any additional fees incurred related to the Member's Membership, including but not limited to the fees outlined in *Section 6: No Shows and Additional Fees*.

5.3 Membership will be refused if payment has not been made as required by this Agreement and the Company reserves the right to cancel the Membership if there is a failure in payment. The Member will receive a message from the Company upon the missed Membership Fee payment, presenting the Member an opportunity to update their credit card information. Payment will be retried by the Company's payment processing software once a week for eight [8] weeks post the overdue payment, and the Company will cancel the Member's Membership after eight [8] weeks of unresolved failure of payment. Failure to pay outstanding and/or overdue Membership fees within thirty [30] days of the due date will result in the Company engaging a collections company to recover the outstanding amount. The Member further understands that any unpaid fees or accounts in collection may negatively impact their credit score.

5.4 The Member agrees that the charges on their credit card in compliance with *sections 5.1, 5.2 and 5.3* are irrevocable, undisputable and may not under any circumstance be charged back, contested or challenged now or in the future. The Member understands that doing so would be a material breach of this Agreement in which the Company would be entitled to legal fees, costs and fees associated with addressing a chargeback in addition to the amount challenged. Should the Member not pay the amount submitted within ten [10] days, the Company will turn it over to a collections company. The Member further agrees that signing of this Agreement is proof of purchase and all that is necessary to establish to the credit card company, Company or banking institution to deny a chargeback to the Member.

5.5 The Member understands by accepting the payment terms herein, that they are voluntarily electing to participate in the Membership, and financially willing and able to invest in the Membership by choice as effected by their enrollment in the Membership herein. The Member is attesting that by doing so, they are not in any way incurring economic hardship and are aware of *Section 7: Refund Policy*.

5.6 The Company reserves the right to increase the prices of the Membership at any time. Existing Members will not be affected by an increase in the Membership price, unless the Member cancels their Membership and joins again at a later date.

5.7 In the event of any duplicate Membership Fee charges incurred by the Member, the Member should contact the Company for further discussion at: hello@trytoast.ca.

6. NO SHOWS AND ADDITIONAL FEES

6.1 No Shows - In-Person: In the event the Member is unable to attend an in-person event, the Member must cancel their attendance twenty-four [24] hours prior to the scheduled event. If the Member fails to provide the required cancellation notice or fails to attend the event, a fee of \$10.00 will be charged to the Member's credit card on file.

6.2 No Shows - Coaching Calls: In the event the Member is unable to attend a scheduled coaching call, the Member must cancel their attendance twenty-four [24] hours prior to the scheduled coaching call. If the Member does not provide the required cancellation notice or does not attend the coaching call, a fee of \$10.00 will be charged to the Member's credit card on file.

6.3 All no-show and late cancellation fees will be charged to the Member's credit card on file within seven [7] days of the missed event or coaching call.

6.4 Additional Fees - Coaching Calls: The Member is eligible for one [1] complimentary coaching call per month of the Membership. If the Member wishes to attend more than one [1] coaching call per month, the Member may book additional calls for an additional fee of \$50.00 per coaching call. Additional coaching calls will be subject to the availability of the requested coach. Fees for additional coaching calls will be charged to the Member's credit card on file at the end of each month.

7. REFUND POLICY

7.1 The Company does not offer any refunds at any time during the Term of the Membership. The Member understands that all sales are final and are not eligible for any refund under any circumstance, be it known or unknown now or in the future, if the Member has been provided access to the Membership. The Member further agrees and understands that changing their mind about the Membership, failing to follow through or understand the details of the Membership, not experiencing the results they expected or desired, not utilizing the features of the Membership, or experiencing any other similar situations does not, under any circumstance, warrant a refund. The Member further accepts that disputing a charge through their own financial institution is a violation of this Agreement and agrees not to do so.

7.2 The Member understands that the Company may alter the subscription price from time to time. This will not affect any members on a subscription, however, if a Member would like to cancel their subscription, they will lose their preferred Member pricing.

8. ACCOUNT CREATION AND DATA COLLECTION

8.1 The Company invites the Member to create an account with a username and password on the Company's Membership portal (the "**Membership Portal**"). The Member is responsible for maintaining the confidentiality and security of their account and password, and for all activities that occur within their account. The Member shall notify the Company immediately of any unauthorized use of their account or password, or any other breach of security. As part of the account creation, the Member agrees to provide the Company with accurate, complete, and current information upon registration and will update their information as necessary. The Member must not use another member's account with or without their permission, and must not share their account with another individual.

8.2 As part of the account creation, the Member understands and agrees that the Company may collect, use, and disclose aggregated, identifiable, anonymized, or de-identified data and statistics derived from the Member's access to and use of the Membership. This information may include but is not limited to the Member's name and contact information, number of users, profession and age of users, salary of users, the frequency and duration of use, the types of activities and interactions, location of users, preferences and feedback, and other metrics and/ or trends. The Company may use this data for their own purposes such as improvements and enhancements to the Membership and related services, conducting internal research and analysis, generating reports and insights, recruitment engagement, and external marketing efforts. The Company may share this data without identifying you, with their partners, sponsors, advertisers, and third parties. The collection, use, and storage of such data shall be in compliance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA), the *California Online Privacy Protection Act* (CALOPPA), and the Company's privacy policy.

9. CANCELLATION

9.1 The Membership shall be effective for a term of twelve [12] months and shall automatically renew unless terminated. To prevent automatic renewal for another term, the Member must login to their Membership Portal and cancel their Membership in the billing and payments section of their account or email the Company requesting cancellation of their Membership with a minimum of thirty [30] days notice prior to the commencement of the Renewal Period. Email cancellation must be sent to: hello@trytoast.ca.

9.2 In the event the Member wishes to cancel their Membership prior to the completion of the twelve [12] month Term, the Member will be charged for the remaining months of the Term. The outstanding balance will be due immediately upon cancellation. The Company reserves the right to charge the Member's credit card on file for any remaining payments, or the Member may be required to pay the remaining balance by another method, as agreed upon by both Parties.

9.3 The Company reserves the right to cancel the Membership and the Member's access to the Membership at any time. The Company agrees to provide notice to the Member prior to cancellation. The Membership will stay active until notice is provided and the Member will remain responsible for the required payment during the month of cancellation. The Member will be released of all further required payments thereafter.

9.4 The Member understands that the Company retains the right to and may limit, suspend, or terminate the Member's access to any services sold on or in connection with the Company without refund if the Member (i) becomes disruptive or difficult to work with, (ii) fails to follow the terms of the Membership, and/or the Membership Code of Conduct, (iii) is found to harass staff, or other members and clients, of the Company, (v) or is found negatively speaking about the products and/or services offered by the Company in public forums without prior consultation with the Company. The Member understands that any money owing to the Company at the time of Termination will become due at the effective date of Termination.

9.5 The Company can decide to stop offering subscriptions at any time, including in response to unforeseen circumstances beyond our control, or to comply with a legal requirement. In such instances,

the Company will cancel your Membership and refund the prorated portion of any prepaid Membership Fee equal to the remaining unused term of the Membership. Any unpaid access to the Membership and this Agreement may be terminated at any time, in addition to your account, your access to the Membership, the Membership itself or any portion of the Membership.

10. DISCLAIMER

10.1 The Company makes no representations, warranties, guarantees or promises verbally or in writing pertaining to the achievement of any level of results from the Member's participation in, or use of the Membership. For greater clarity, use of the term results shall include, but not be limited to, any increased employment perspectives, promotions, increased pay and/ or salary raises, successful employment interviews, increased confidence, predicted success, or other similar results. The Member understands and agrees that they are voluntarily choosing to engage the Company and are solely responsible for any outcomes or results. The Member further understands and acknowledges that end results are dependent upon individual factors such as education levels, required skills, overall competence in the desired field of employment, and similar results may not be experienced by multiple patients of the Company. The Member acknowledges and agrees that the Company is not responsible nor liable to the Member should the Member incur harm, suffer any loss of income or other financial hardships, or encounter any negative ramifications in response to or during their participation in the Membership. The Member accepts that they are fully responsible for their own health, financial literacy, well-being, in addition to their decisions, success, employment opportunities, overall confidence, financial position and/or any other result from the Member's participation in the Membership. The Member understands and accepts that any results are strictly of the Member's and releases the Company from any liability or responsibility in the achievement of said results.

11. MEDIA RELEASE AND TESTIMONIALS

11.1 The Member hereby grants full permission to the Company to photograph, and/or record the related activities in which they are participating as outlined in this Agreement. The Member acknowledges that the Company may use the photographs, motion pictures, videotapes, recording or any other record of the Member's participation in any related activities for purposes of social media, website, advertising, online courses, archiving, and without limitation, commercial use (the "**Media**"). The Member hereby releases the Company from all claims in which the Member may have now or in the future for compensation of any kind arising out of the Member's participation in said Media and acknowledges all such Media to be the exclusive property of the Company.

11.2 The Member further grants permission to the Company to use their feedback and testimony, whether in the form of emails, submissions, surveys, comments, discussions, calls, or otherwise, for the purpose of marketing or promoting the Company, or the Membership. The Member understands that the Company reserves the right to delete testimonials at any time.

12. INTELLECTUAL PROPERTY OWNERSHIP

12.1 Any designs and materials, inclusive of any powerpoints or recorded workshops, produced by the Company will remain the intellectual property of the Company and may not be used in any other form without prior written consent. The Member is provided with a non-exclusive, non-transferable single-user license authorizing the Member to use the materials for their individual purposes only. Nothing in this

Agreement shall constitute a transfer of ownership of any intellectual property from the Company to the Member.

12.2 The Member agrees and understands they are not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by the Company or obtained through working with the Company, without the Company's express written consent. If such behavior is discovered or suspected, the Company reserves the right to immediately terminate the Member's participation in the Membership without refund, as well as access to any additional program or materials you may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

12.3 The Company acknowledges that some of the material used within the Membership materials may include information, theories, modalities, thought-processes, studies and findings, from additional sources. The Company will strive to appropriately source and credit the external authors throughout these materials.

12.4 The Membership will allow the Member to create, upload, post, share, or otherwise provide or transmit any text, images, documents, videos, audio, links, or other materials or information (the "User Content"). The Member will retain all ownership of and intellectual property rights in their User Content, subject to the license granted to the Company. The Member is solely responsible for their User Content, and for any consequences or liabilities that may arise. The Member grants the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, perform, modify, adapt, and create derivative works from the User Content, in whole or in part, for any purpose, including to provide, improve, enhance, and market the Membership. You understand and agree that we may store, process, and disclose your User Content as necessary to provide, improve, enhance, and market the Membership, and/ or to comply with any legal or regulatory obligations or requirements. The Member further agrees that the Company may remove, delete, or disable the User Content at any time, with or without notice to the Member for any reason. The Company will not be liable to the Member for any such removal, deletion, or disabling of the User Content.

13. LINKS TO THIRD-PARTY WEBSITES

13.1 The Membership Portal and various channels may contain links to third-party websites and/ or resources, which are not maintained or related to the Company. All such linked websites, materials and pages are not under the control of the Company and the Company is not responsible for the content contained in any linked website nor for any losses or damages the Member may incur as a result of the use of any such website. The Member acknowledges and agrees that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, services, or other materials made available to or from these linked websites. The Member understands that the Company accepts no liability, directly or indirectly, for any errors, damages, or omissions contained in third-party websites. The intended purpose of the links provided is to improve the Member's use of the Membership, to enable the Member to connect with the Company on various platforms, and to help the Company offer the Membership.

14. NON-DISPARAGEMENT

14.1 The Member shall not at any time, either throughout or post their access to the Membership directly or indirectly take any action and/or make, publish, file or record any oral or written statements that would likely have a negative or injurious impact upon, or that is derogatory, defamatory, libel or slanderous in nature to the Company and/or the Membership in any way.

15. PRIVACY AND CONFIDENTIALITY

15.1 The Member agrees to give the Company permission to keep a confidential record of the Member's name, contact information, payment information, information relating to the Member's curriculum vitae, and related employment preferences throughout the Membership. The Company has implemented commercially reasonable technical and organizational measures designed to secure Member content and associated data from accidental loss and from unauthorized access, use alteration, or disclosure. The Company cannot guarantee that unauthorized third parties will not be able to defeat those measures and/or use the Member's content or associated data for improper purposes. The Member acknowledges that all Member content and associated data is provided to the Company at their own risk.

15.2 Due to the nature of the Membership, the Member understands that the Company is not able to guarantee the privacy and confidentiality of the information posted and/ or shared by the Member within the Membership channel(s) or through the Membership Portal. The Company encourages the Member to be cautious of the information they are sharing in the public forums offered as part of the Membership, and the potential personal nature of their posts. The Company will not be responsible for any damages or injury incurred by the Member as a result of their posting.

16. RESTRICTIONS AND NON-SOLICITATION

16.1 The Member understands and acknowledges that in addition to the Membership, the Company also participates in recruitment and placement services. During the term of this Agreement, the Company prohibits all members within the Membership from directly or indirectly recruiting candidates from the Company's membership candidates. Members who are professional recruiters may be permitted membership access by the Company; however, recruiters are expressly prohibited from creating employment offer posts, engaging in recruitment-like conversions, both at in-person Company hosted events and through online communications, and providing recruitment functions with other members in the Membership. In the event that any Member engages in recruitment activities within the Membership, the Member shall be liable to provide the Company with full compensation equivalent to the recruitment position's agreed-upon compensation. Such compensation shall be paid immediately upon discovery of the recruitment activity. Failure to comply with the compensation requirement will result in a claim brought against the Member to the maximum extent permitted by law as well as any other remedies available at law. The Member further understands that engaging in recruitment activities within this membership shall result in immediate termination of the Member's membership privileges.

17. LIMITATION OF LIABILITY

17.1 Limitation of Liability: The Member's decision to enroll in the Membership, use the information contained therein the Company offers is purely voluntary, and the Member understands the Company is not responsible or liable for any harm or damage to the Member resulting from direct or indirect use of materials or content contained or sold on this Website. The Member agrees to hold the Company harmless from any damages directly or indirectly resulting from the use of the content, products or services sold or

visible on the Company Website and/or distributed through email, social media marketing, or advertising, and further agrees that the applicant will not make any claims against the Company herein.

17.2 Indemnity: As a condition of access to the Membership, the Member hereby releases the Company and its directors and affiliates from and against any and all liabilities, expenses (which include legal fees) and damages arising out of claims resulting or arising from the Member's use of the Membership.

17.3 Release of Claims: The Member releases any right to claims against the Company to the maximum extent as permissible under applicable law. The Member agrees that under no circumstances will the Company be liable to any party, for any type of damages resulting, or claiming to result from any use of, or reliance on, our Membership or content found therein, and the Member hereby releases the Company from any and all claims whether known now or discovered in the future.

18. DISCLAIMER

18.1 The Membership is solely meant to provide educational information, resources, and community. The Company does not guarantee any specific results, outcomes or changes to the Member's current situation and the Member will hold the Company harmless if the Member does not experience desired results or education levels.

18.2 The Member understands that all services provided by the Company are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, or expectation or course of performance. The Member is choosing to purchase the Membership and engage with the Company on a purely voluntary basis and does not hold the Company responsible should the Member become dissatisfied with any portion of the Membership.

18.3 The Member understands and accepts that any job postings posted by other members within the Membership Portal or various channels are not vetted by the Company. The Company will not be liable for any harm or damages incurred as a result of response to the job posting.

19. WAIVER

19.1 As part of the Membership, the Member has the option to participate in various in-person events and meetups. The Member recognizes and understands that the Company will facilitate a series of activities inclusive of member meetups and other in-person activities or events (the "In Person Events"). The Member fully understands the risks involved with their attendance to and participation in any In Person Events and fully assumes all such risks involved.

19.2 The Member agrees to observe and obey all posted and spoken rules, warnings, written and oral instructions provided by the Company in relation to the In Person Events. If, however, the Member observes any unusual hazards, the Member understands it is their responsibility to remove themselves and bring any such attention to the Company.

19.3 Assumption of Risk: In consideration of being permitted to participate in the In Person Events as part of the Membership with the Company, the Member agrees to assume full responsibility for any risks,

injuries, and/ or damages, physical or mental, known or unknown, now or in the future, which they might incur as a result of the participation in the In Person Events with the Company. The Member knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the Company, and the Member assumes full responsibility for their participation.

19.4 Waiver of Rights: The Member further understands they are waiving certain legal rights and agreed to be forever prevented from suing or otherwise claiming against the Company and its providers for any personal injury that they may sustain during their participation in the Membership with the Company

20. MODIFICATIONS

20.1 The Company reserves the right, at their sole discretion, to modify, replace or revise these terms and conditions of this Membership Agreement at any time and without notice. What constitutes a material change will be determined at their sole discretion. By continuing to access or use the Membership after those revisions become effective, the Member agrees to be bound by the revised terms. If the Member does not agree to the new terms, please stop accessing the Company's Membership. The Company further reserves the rights to modify, suspend or discontinue, whether temporarily or permanently, the services (or any part thereof) or products, for any reason without notice.

21. SEVERABILITY

21.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. FORCE MAJEURE

22.1 Neither Party will be responsible for delays resulting from causes beyond their reasonable control, including without limitation fire, explosion, floods, storms, pandemics, state of emergency, hazardous situations, war, strike, or riot, and either party may choose to excuse themselves from further performance of their obligations under this Agreement if such occurrence materially affects the performance of Services. The party relying on Force Majeure will give the other party reasonable notice of their desire to terminate or suspend the Membership. Notwithstanding, all payments owing for Membership will remain due and payable with such amount to be determined by the Company.

23. APPLICABLE LAW

23.1 This Agreement shall be governed by the laws of the Province of Ontario regardless of conflict of law principles, and regardless of the location of the Member. The Member understands this and agrees that the laws of Ontario shall have exclusive jurisdiction over any disputes relating to this agreement.

24. BINDING EFFECT

24.1 This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

25. CONTACT

25.1 If there are any questions about these Terms, the Company can be contacted at: hello@trytoast.ca.