

#### Introduction

This Membership Agreement ("Agreement") sets forth the terms and conditions governing your use of the concierge services, online marketplace, and global community membership (collectively, the "Services") provided by The Flexible Class Inc., a corporation incorporated under the laws of Ontario, Canada, with its principal office in Toronto("TFC," "we," "us," or "our"). By subscribing to or using these Services, you ("Member") agree to be bound by the terms and conditions outlined herein. If you do not agree to these terms, you may not use the Services.

#### 1.0 Services Overview

# 1.01 Concierge Services

Members can access personalized assistance to support their global lifestyle, including recommendations for products and services, city-specific guidance, local introductions, housing, visas, mobility support, etc. Concierge services are offered via a mix of digital tools and human-led sessions.

# 1.02 Online Marketplace

Members are eligible for exclusive discounts and access to curated products and services selected specifically for global citizens. TFC does not own or manage these partner offerings, but we aim to ensure high quality and relevance.

### 1.3 Global Community Membership

Members gain access to a vetted community of like-minded professionals through channels such as WhatsApp groups, member events, and digital forums, along with opportunities to participate in shared experiences and knowledge exchange.

### 2.0 Membership Eligibility and Usage

### 2.01 Non-Transferable Membership

Membership is non-transferable and limited to the individual who has paid for the membership. Sharing login credentials, concierge time, or marketplace access is strictly prohibited.

#### 2.02 Age Requirement

Members must be at least 18 years of age to use the Services.



## 2.03 Individual Access Only

Membership privileges, including concierge hours, marketplace discounts, and community access, are exclusive to the Member and may not be shared or transferred.

# 2.04 Right to Refuse or Revoke

TFC reserves the right to refuse or revoke membership to maintain community integrity and alignment.

# 2.05 Beta Membership Disclaimer

As a Beta Member, you acknowledge that Services may be incomplete, contain bugs, or be subject to modification, limited availability, or interruption.

## 3.0 Concierge Services

#### 3.01 Availability

Concierge services are available during designated hours, which will be communicated via your onboarding process or by email.

# 3.02 Recordings and Al Training

All concierge interactions may be recorded for quality assurance and training purposes, including the training of Al models. By using concierge services, you consent to such recordings. You may opt out by emailing us at team@theflexibleclass.com.

# 3.3 Concierge Hour Limits

Unused concierge hours do not roll over into the next membership term unless otherwise specified in writing. Rescheduling policies and cancellation terms will be provided at booking.

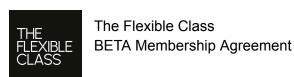
### 3.4 Nature of Services and Referrals

TFC may provide referrals to external partners or services; however, TFC is not responsible for outcomes, accuracy, or reliability of third-party providers. Concierge services are informational in nature and do not constitute legal, financial, medical, or real estate advice. Members are encouraged to conduct their own due diligence before making decisions.

### 4.0 Online Marketplace

# **4.1 Member-Only Discount**

Members are entitled to exclusive discounts and perks on services and products listed in the Marketplace.



# **4.2 No Sharing of Discounts**

These discounts are non-transferable and may not be shared with non-members. Doing so may result in immediate termination without refund.

# 4.3 Third-Party Responsibility

TFC is not liable for disputes, performance, or product delivery issues with marketplace partners. All purchases are subject to the individual terms and policies of the respective vendors.

# 4.4 Repackaging and Resale Prohibited

Members agree not to re-sell or repackage partner services or use them in violation of applicable laws.

# 5.0 Global Community Membership

# 5.1 Member-Only Access

Members are granted access to exclusive community spaces for discussion, networking, and events.

## 5.2 Community Guidelines Compliance

Participation is conditional upon adherence to TFC's Community Guidelines, which prohibit harassment, solicitation, hate speech, and behavior inconsistent with the inclusive values of our community. These guidelines are subject to change.

### 5.3 Grounds for Removal

TFC reserves the right to remove any Member from community spaces at any time for conduct deemed inappropriate, unaligned, or disruptive.

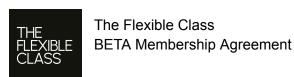
### 5.4 No Governance or Ownership Rights

Community benefits do not confer governance rights, equity, or decision-making power.

### 5.5 Accessibility and Non-Commercial Use

TFC is committed to providing an inclusive, accessible community experience regardless of race, gender, ability, or background. Use of the TFC platform, concierge services, and community spaces is strictly for personal, non-commercial purposes unless explicitly approved in writing. Members may not solicit, advertise, or sell services without TFC's written consent.

#### 6.0 Payment and Fees



# 6.1 Annual Billing

Membership is billed annually unless otherwise agreed to in writing. Your payment grants you access to Services for 12 consecutive months upon the payment date.

## 6.2 Refund Policy

All fees are non-refundable except as required by applicable consumer protection laws. TFC may, at its discretion, issue refunds within 14 days of registration or provide pro-rated refunds in cases of early termination without cause.

# **6.3 Late Payment Consequences**

Failure to pay on time may result in loss of access to all Services until payment is resolved.

# 6.4 Price Adjustments

Membership rates are subject to change with advance notice. Members will be notified at least 30 days in advance of any pricing changes.

### 6.5 Auto-Renewal

Unless cancelled prior to the renewal date, your membership will automatically renew annually. TFC will notify you at least 30 days prior to renewal. Any changes to the terms and conditions will also be communicated at least 30 days before they take effect.

# 6.6 Beta Membership Rate

Members accepted into the Beta cohort will be offered a special introductory rate of \$499 USD for a 12-month term. This rate includes access to all standard Services and 12 hours of concierge support. Beta membership pricing is valid for the duration of the initial 12-month term only and is subject to change upon renewal. Members will be notified of any rate adjustments in advance and may cancel prior to renewal if they choose not to accept the updated terms. Members will be notified of any rate adjustments in advance and may cancel prior to renewal if they choose not to accept the updated terms.

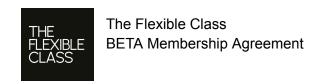
### 7.0 Termination of Membership

### 7.1 Member-Initiated Cancellation

Members may cancel at any time via written request to team@theflexibleclass.com. No refunds will be issued for unused time.

# 7.2 TFC-Initiated Termination

TFC reserves the right to terminate or suspend membership at its discretion for any breach of this Agreement, violation of community guidelines, or misuse of Services.



#### 7.3 Service Access Post-Termination

Upon termination, all access to concierge services, the marketplace, and the community will cease immediately.

# 8.0 Limitation of Liability

#### 8.1 Services Provided As-Is

The Services are provided "as is" and without warranties of any kind.

# 8.2 No Liability for Indirect Damages

TFC is not liable for any indirect, incidental, special, or consequential damages, including loss of time, income, data, or reputation.

# 8.3 Member Assumes Responsibility

Members agree that their use of the Services is at their sole risk.

# 8.4 Force Majeure

TFC shall not be held liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, pandemics, war, or technological disruptions.

# 9.0 Privacy and Data Use

### 9.1 Data Policy

Member data is collected, used, and stored in accordance with our Privacy Policy.

#### 9.2 No Sale of Data

We will never sell your data. By using the Services, you consent to the use of your data for service improvements, product development, concierge training, and Al model development, unless you opt out in writing.

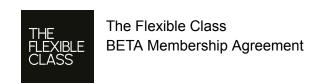
#### 9.3 Communications

Communications from TFC may include service updates, community messages, or feature announcements. You may manage notification preferences via your account.

# **10.0 Intellectual Property**

## 10.1 Ownership

All intellectual property related to TFC Services, brand, content, and design remains the sole property of The Flexible Class Inc.



#### 10.2 Member Content Use

By submitting content (e.g., testimonials, community posts), Member grants TFC a non-exclusive, royalty-free license to use such content for promotional or service improvement purposes.

# 11.0 Dispute Resolution

#### 11.1 Informal Negotiation

Any disputes or claims will first be addressed through informal good-faith negotiation.

#### 11.2 Mediation

If unresolved, the parties agree to enter into mediation before resorting to binding arbitration.

#### 11.3 Arbitration

Arbitration will take place in Ontario, Canada, unless otherwise agreed to, and be governed by Ontario law.

## 12.0 Contact and Agreement Updates

## **12.1 Contact Information**

Questions or concerns may be directed to team@theflexibleclass.com.

### 12.2 Notification of Changes

We may update this Agreement from time to time. Members will be notified via email or their member dashboard when changes take effect.

### 13.0 Relationship of the Parties

Nothing in this Agreement creates a joint venture, partnership, employment, or agency relationship between the Member and TFC. Members shall not hold themselves out as representatives or agents of TFC.

#### 14.0 Survival

The provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to Sections 8 (Limitation of Liability), 9 (Privacy), 10 (Intellectual Property), and 11 (Dispute Resolution).

By subscribing to or using The Flexible Class Services, you acknowledge that you have read, understood, and agree to the terms and conditions outlined above.