



PORTER & BEST

CONCIERGE AND LIFE MANAGEMENT SERVICES

Porter & Best Inc. (“Porter & Best”) Membership Rules and Terms & Conditions (Referred to collectively as “Terms & Conditions”)

Please print these Terms & Conditions and read them carefully as they provide the legal framework against which Porter & Best agrees to provide Services to the Member (as defined below) and to which the Member agrees to be bound.

IN THESE TERMS & CONDITIONS

- a. Words denoting the singular shall include the plural and vice versa; words denoting the masculine shall also include both the feminine and neuter gender and vice versa as the context may permit;
- b. The headings of clauses are intended for convenience only and shall not affect the interpretation of the Terms & Conditions.

MEMBERSHIP RULES

- 1.1. On receipt of a completed Membership Application Form, Porter & Best will decide whether the application has been successful. Porter & Best has absolute discretion to accept or reject any application for membership and is not obliged to act reasonably in doing so. Porter & Best will notify a Member that an application is successful, or in the event it is unsuccessful.
- 1.2. Porter & Best shall not be deemed to have accepted the membership of an applicant until:
 - 1.2.1 Payment of the Membership has been received in cleared funds from the Member;
 - 1.2.2 A valid Payment Card is secured on file; or
- 1.3. Acceptance by Porter & Best of an application for membership constitutes a binding contractual agreement between Porter & Best and the Member upon these Terms & Conditions commencing from the Effective Date.

AUTHORIZED USERS

- 1.4. The Membership is exclusive to the Member. The Authorized User can only make requests on behalf of the Member.
- 1.5. On receipt of a completed Authorized User Request Form, Porter & Best will decide whether the application has been successful.

MEMBERSHIP DUES, CANCELLATION AND RENEWALS

- 2.1. Membership is conditional upon payment of the annual membership in full or pre-arranged monthly payment options.
- 2.2 The Annual Membership Dues may be paid as follows:
 - 2.2.1 In full in advance and on each yearly anniversary of the Effective Date using either Visa/Master Card, PayPal, bank transfer, cheque or cash.
 - 2.2.2 Monthly options, received on the first of each month.
 - 2.2.3 All memberships will commence on the first of the month, regardless of the date in which the membership application is accepted. Porter & Best will charge a pro-rated figure for the balance of the signing month.

- 2.3 Where Porter & Best fails to receive such payment for any reason, Porter & Best shall be entitled to terminate the Member's membership.
- 2.4 Membership will automatically renew annually beyond each anniversary of the Effective Date ("the Renewal Date") unless otherwise cancelled or terminated by the Member or Porter & Best in accordance with these Terms & Conditions. The Member authorizes Porter & Best to withdraw the renewal Membership by using the Payment Card on or at any time after the Renewal Date.
- 2.5 Upon the first anniversary of the Effective Date and at any time thereafter, the annual Membership Dues Rates may be increased by Porter & Best at any time, and from time to time. Porter & Best shall give the Members not less than 30 days' written notice (the "Notice") prior to any such increases. Upon receipt of a Notice, the Member may cancel his membership by sending written confirmation of cancellation to Porter & Best, provided that such confirmation is received 14 days of the date of the Notice.
- 2.6 Should the Member fail to make payment within 30 days following the due date then, without limiting any other right or remedy available to Porter & Best, Porter & Best may:
 - 2.6.1 Freeze the Member's membership and withdraw the continuation of Services to the Member;
 - 2.6.2 (Where a Member has arranged for the Membership to be paid on an annual basis) cancel the membership. Where such cancellation of membership occurs, Porter & Best cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation.
 - 2.6.3 Charge the Member interest on all overdue payments from the due date until payment is received in full at the annual rate of three (3) percentage points above the publicly announced prime lending rate of TD Canada Trust in effect from time to time (such interest accruing daily.)
 - 2.6.4 Where Porter & Best cancels membership pursuant to this clause, it shall refund the unused balance, if any, of the Membership to the Member on a prorated basis after first deducting any amounts due and owing to Porter & Best by the Member.
- 2.7 In the case of the death of a Member, the Member's personal representatives should notify Porter & Best of the Member's death. Porter & Best will then inform the personal representatives of any necessary documentation it requires to cancel account. Porter & Best will then arrange for a refund of the unused balance of the Membership Dues to the Member's personal representatives. Such a refund will be calculated on a prorated basis.
- 2.8 Each Level ("Level") of membership includes an allowable number of Concierge requests. Porter & Best will monitor Members use, if Porter & Best feels that the Member is requesting services beyond the allowable amount, Porter & Best has the absolute discretion upon reasonable notice being given to Members to upgrade Member to the next Level of Membership. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving written notice of cancellation to Porter & Best within 14 days of the date of such notification.
- 2.9 Membership will automatically continue at the upgraded Level of Membership, unless otherwise cancelled or terminated by the Member or Porter & Best in accordance with these Terms & Conditions. The Member authorizes Porter & Best to withdraw the new Rate of Membership by using the Payment Card on the first day of the month following the notification.

CANCELLATION BY PORTER & BEST

- 2.10 Porter & Best reserves the right, in its sole and absolute discretion, to cancel the membership of any Member, at any time upon 24 hours prior written notice, with immediate effect in the following circumstances:
 - 2.10.1 Where a Member commits a material or repeated breach of these Terms & Conditions, other than non-payment, and the breach, if capable of cure, is not cured within 7 days of receipt of a default notice;
 - 2.10.2 If any part of the Membership or Service Fee remains unpaid 30 days after its due date for payment ; or
 - 2.10.3 If a Member provides Porter & Best with details which the Member knows to be false when applying for membership or fails or omits to disclose material information and the false declaration or material omission would have reasonably affected Porter & Best's decision to grant membership.
- 2.11 If Porter & Best terminates for any of the reasons above, it reserves the right to retain a proportion of the money paid under these Terms & Conditions to cover any reasonable costs incurred, including legal expenses.

2.12 Where Porter & Best cancels membership due to the above, it shall refund the unused balance of the Membership on a prorated basis provided that all amounts due and owing to Porter & Best by the Member have been paid in full.

CANCELLATION BY THE MEMBER

2.13 A Member shall not be entitled to cancel membership during the initial 12 month period except where cancellation is sought by the Member in writing to Porter & Best within 14 days of the Effective Date.

2.14 Where a Member cancels membership, Porter & Best will lose the time it has spent in processing the Member's application. Therefore, Porter & Best reserves the right to charge the Member an administration fee of \$160 which will be sufficient to cover lost expenses and handling charges. This administrative fee will be charged to the members account.

2.15 Members are entitled to cancel membership by giving not less than 30 days' notice prior to each anniversary of the Effective Date or Renewal Date. For the avoidance of doubt, if such notice is not received from the Member within such period, Porter & Best may proceed to invoice the Client and process payment of the Membership and the Member's entitlement to cancel in respect of his Membership for the following year will lapse.

USING YOUR MEMBERSHIP

3.1 Porter & Best's Normal Business Hours are 9:00AM to 5:00PM Eastern Standard Time, Monday to Friday. Porter & Best may be available to provide Services to Members outside these hours. Normal Business Hours may be lengthened or shortened in the absolute discretion of Porter & Best upon reasonable prior notice being given to Members. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving written notice of cancellation to Porter & Best within 14 days of the date of such notification.

3.2 Where a Member requests Services outside the Normal Business Hours, an increased Rate will be charged which will be quoted to, and agreed upon by, the Member at the time the request for Services is made to Porter & Best. Members will be notified of any changes to the Rate in writing no later than 30 days prior to the intended implementation of the new Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving written notice of cancellation to Porter & Best within 14 days of the date of such notification.

3.3 Porter & Best shall issue monthly invoices reflecting fees for services performed beyond the agreed upon annual membership fee. Invoices must be paid COD by the Member (the "Invoice").

3.4 Acceptable payment methods: Visa/Master Card, PayPal, cash/cheque or gift certificates. All fees are exclusive of HST. A 30 dollar charge applies to all returned NSF cheques. There may be a fee associated with cancelling a schedule service with less than 12 hours' notice.

3.5 Porter & Best is not responsible for third party fees such as groceries, gifts, miscellaneous charges, etc., which are incurred while performing requested services.

3.6 Details: A one-hour minimum charge applies to errand services, starting from our head office (billed by the hour, not the task), thereafter calculated in 15 minute increments. Maximum travel distance per trip for errand services is 50 km return from our head office (beyond 50 km, additional charge of \$.53 per kilometer applies).

3.7 Porter & Best will provide Concierge Services ("Concierge Services") at no additional charge to the Member.

3.8 The Member has access to Life Management Services ("Life Management Services") but at an additional cost.

3.9 Porter & Best will provide the Services to the Member on condition that all requests are for lawful and ethical personal services, as determined in the sole and absolute discretion of Porter & Best, in respect to the personal needs or wishes of the Member.

- 3.10 The terms and conditions governing the provision of certain services, for example, party or event organization, property sitting or searching, pet sitting, or sourcing for Members, etc. may be supplemented by additional waiver (the "Waiver") agreements which will be sent to Members upon requesting such services. The provision of such services will not commence until Porter & Best receives such agreement duly signed by the Member.
- 3.11 Porter & Best may subcontract with Suppliers in procuring the Services to be provided to or on behalf of the Members. Porter & Best will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate under the circumstances for the Member to contact the Supplier directly, in which case Porter & Best will advise the Member accordingly.
- 3.12 Suppliers may impose their own terms and conditions in providing the Services and Members shall comply with such terms and conditions.
- 3.13 Members acknowledge and agree that tickets to a sold-out event (the "Event") may be purchased at a premium to face value.
- 3.14 Where tickets to an Event have been purchased and the Event is subsequently cancelled, reimbursement to the Member will be limited solely to the face value of such tickets.
- 3.15 Where Porter & Best supplies or purchases Goods which are made to a Member's personal specification or are perishable in nature, such Goods will not be returnable by Members under any circumstances.
- 3.16 Where a Member requests Porter & Best to purchase Goods on his behalf, such Goods will be purchased by Porter & Best as agent for the Member and accordingly any contract of purchase will be entered into between the Member, as principal, and the relevant Supplier.
- 3.17 Where a Member requests the Company to make recommendations to him, the Member agrees that the Company may retain any and all referral fees, commissions or other considerations received pursuant to such recommendations.
- 3.18 Where a Member requests that Porter & Best purchase Goods on his behalf, the Member agrees that Porter & Best may charge mark-up fees, handling charges and any other reasonable fees incurred in the purchasing of such Goods for or on behalf of the Member. Members will be notified of such fees at the time the request is made to Porter & Best.

PAYMENTS TO SUPPLIERS

- 4.1 Porter & Best offers an expense account (the "Client Fund Account") to each Member at no extra charge. From time to time, Porter & Best may request a Member make a deposit ("the Deposit") to his Client Fund Account on specified dates. Where a Deposit is not made as requested, Porter & Best may decline to provide any further Services to the Member until such Member has made the required Deposit to the Client Fund Account. All monies will be held in Trust.
- 4.2 A Member may at any time request that the balance of any monies contained in his Client Fund Account be distributed by Porter & Best to the Member. Such a request must be in writing and signed by the Member. Porter & Best will release the balance of any monies in the Client Fund Account, without interest, to the Member within 14 days of receiving the written request provided that all amounts due and owing to Porter & Best from the Member have been paid in full.
- 4.3 Porter & Best may use the monies contained in the relevant Member's Client Fund Account in order:
 - 4.3.1 To make payments to a Supplier on the Member's behalf; and/or
 - 4.3.2 (Upon prior request from the Member) to pay an Invoice
 - 4.3.3 Upon termination or cancellation of this Agreement, or upon monetary default by the Member, use all or a portion to pay any and all amounts due and owing to Porter & Best by the Member.
- 4.4 A complete breakdown of all transactions into and out of his Client Fund Account will be provided in the statement of account which will be sent to the Member each month.

- 4.5 Porter & Best may provide the Member's Payment Card to the Supplier for the purpose of making payments to a Supplier on the Member's behalf on condition that a Member has requested and authorized Porter & Best in writing to do so. In such circumstances, Members acknowledge, warrant and agree that:
- 4.5.1 Porter & Best shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card by such Supplier;
 - 4.5.2 The Payment Card used will be that of the Member; and
 - 4.5.3 The Payment Card will be sufficient to cover in full the cost of the goods or services supplied by the Supplier.
- 4.6 From time to time a Member may instruct Porter & Best to make a restaurant reservation on his behalf. Where such reservation is subsequently cancelled by the Member, the Member authorizes Porter & Best to charge to his Payment Card the amount of any deposit forfeited by Porter & Best as a result of such cancellation.

LIABILITY

- 5.1 Porter & Best warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, such provision will be in accordance with the Member's request and instructions.
- 5.2 Where Porter & Best engages a Supplier to procure Services for a Member, it will use reasonable care and skill in selecting and engaging the Supplier. Porter & Best does not provide any recommendations or representations or offer any warranties, express or implied, including (and not by way of limitation because of specification) as to the quality, merchantability or fitness for a particular purpose or otherwise of the Goods or the standard of Services supplied.
- 5.3 Members should note that the successful sourcing of Suppliers is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, Porter & Best will use reasonable efforts to locate a substitute Supplier. Porter & Best shall not be responsible for any actions of its Suppliers all of whom are independent contractors.
- 5.4 If Porter & Best furnishes Members with a Supplier's contact or other information, Members must solely rely upon their own judgment and discretion in selecting and using the Services offered by any such Supplier and in entering into any contracts with such Supplier. Any Goods or Services provided by the Supplier will be governed by the contract formed between the Member and the Supplier. Porter & Best will not be responsible for any Goods or Services provided by the Supplier but will cooperate with Members in any subsequent dealings with Suppliers.
- 5.5 Any contracts which Members enter into with Suppliers, either directly or through Porter & Best as agent, are independent of and not connected to or subject to these Terms & Conditions. Porter & Best disclaims any and all liability for any act or omission of any Supplier or any loss incurred by a Member as a result of any act or omission of a Supplier.
- 5.6 On occasions, Porter & Best may be asked to make recommendations to Members. When making such recommendations, Porter & Best shall endeavor to provide appropriate recommendations. However, Porter & Best makes no warranties or representations (express or implied) as to such recommendation and specifically, without limiting the foregoing, does not warrant that such recommendations are or will be accurate or that they will be to the Member's satisfaction. Members must make and rely on their own inquiries in relation to such recommendations. Porter & Best accepts no liability for any Goods or Services provided to a Member in the course of acting upon such a recommendation and the Member hereby waives any claim or right to assert a claim against Porter & Best with respect thereto.
- 5.7 Subject to clause 7.6 and whether or not the Company has been advised of the possibility of such damages, the Company will not have any liability to the Member for any claim to the extent that such claim arises out of, is in connection with the Company's Services, or can be characterized as a claim for:
- 7.7.1 Loss of revenue or profits;
 - 7.7.2 Loss of business opportunity or loss of contracts;
 - 7.7.3 Loss of goodwill or injury to reputation;
 - 7.7.4 Indirect, incidental, consequential, exemplary or special loss or damage; or
 - 7.7.5 Anticipated savings.

- 5.8 Porter & Best shall not be liable to the Member and will not be deemed to be in breach of these Terms & Conditions for any delay in performing, or failure to perform, the Services where such delay or failure is due to causes or events beyond Porter & Best's reasonable control.
- 5.9 IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES IN SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE AMOUNT (PROVIDED SUCH AMOUNT SHALL NOT BE IN EXCESS OF \$200,000) IN THE AGGREGATE PAID BY THE MEMBER TO THE COMPANY WITH RESPECT TO THE TRANSACTION FOR WHICH SUCH LIABILITY IS CLAIMED, under all circumstances, Members are solely responsible for making their own arrangements for the payment or insurance of any excess loss.

CONFIDENTIALITY

- 6.1 Porter & Best warrants that it will keep secret any confidential information that Porter & Best possesses concerning the Member using a degree of care equal to the degree of care that Porter & Best uses in connection with the treatment of its own confidential information. Porter & Best will not, during the term of this Agreement or for any time after the termination or expiration of this Agreement copy, publish, use or disclose a Member's Confidential Information except that such Confidential Information may be disclosed (i) to employees or Suppliers on a need to know basis and as may be reasonably required in connection with the performance of Porter & Best's obligations under this Agreement; or (ii) in connection with the defense of any action; or (iii) as authorized by the Member or by this Agreement. If Porter & Best is required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information of the Member, Porter & Best will provide the Member with prompt notice of such request(s) as reasonably possible or so that the Member may seek an appropriate protective order.

DATA PROTECTION

- 7.1 Porter & Best may periodically produce a newsletter or other publication which may be mailed to Members at Porter & Best's discretion. If the Member does not wish to receive such mailings, he should instruct Porter & Best accordingly in writing.
- 7.2 To ensure that Members maximize their membership benefits, Porter & Best may send Members information by regular mail or email on forthcoming events and such other benefits, offers, products or services which they may be entitled to or interested in as a Member. If the Member does not wish to receive such information, he should instruct Porter & Best accordingly in writing.
- 7.3 Porter & Best may contact Members who have not used their membership recently to offer services or may contact Members to seek their opinion on how the Services offered may be improved. If the Member does not wish to be contacted in this way, he should instruct Porter & Best accordingly in writing.

GENERAL

- 8.1 These Terms & Conditions are governed by and construed in accordance with the laws of the Province of Ontario without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Porter & Best and Member, subject to the arbitration provisions contained in these Terms & Conditions, hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or provincial court of competent jurisdiction located in the Province of Ontario, Regional Municipality of Halton, for the purposes of adjudicating any matter arising from or in connection with this Agreement except, however, for those matters to be arbitrated.
- 8.2 Any dispute or controversy between the Member and Porter & Best arising out of, relating to, associated with these Terms & Conditions (and the terms and provisions contained therein), or the breach thereof, shall be submitted to and determined by arbitration in the Province of Ontario, Municipality of Halton, pursuant to the rules then obtaining of the Canadian Arbitration Association. The determination of the arbitrators shall be final, binding and conclusive upon all parties and may be enforced not only in the courts of the Province of Ontario, Municipality of Halton, to which jurisdiction the parties hereto agree to submit, but in any court of competent jurisdiction.

- 8.3 Porter & Best may revise the Terms & Conditions from time to time and will notify Members in writing in advance 30 days prior to such revision. Upon receiving a notice of a revision of these Terms & Conditions, a Member may cancel its membership by serving notice in writing to Porter & Best within 30 days following receipt of the notice of revision. A Member's continuing request for Services will indicate his acceptance of the revised Terms & Conditions in any event.
- 8.4 Where Members wish to raise any queries, concerns or complaints with Porter & Best, they should write to Porter & Best at 202-445 Elizabeth Street, Burlington, Ontario L7R 2L8 or email customerservice@porterandbest.com.
- 8.5 No person, firm, corporation, partnership, business entity or business organization, except as specifically provided for herein, shall be deemed a third party beneficiary under this Agreement.
- 8.6 The Terms & Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Any capitalized term used shall have the meanings set forth herein. No other right exists between the parties and none shall be implied from conduct or otherwise.
- 8.7 Any provision of these Terms & Conditions which, by its nature, would survive termination or expiration of this agreement will survive any such termination or expiration of this agreement.
- 8.8 All notices required or permitted under these Terms & Conditions shall be made in writing and, if to the Member, at the address listed in his membership application or to such other address as the member may specifically indicate to Porter & Best in writing that all notices are to be sent; if to Porter & Best, at its principal office or to such other location that Porter & Best may indicate in writing from time to time.
- 8.9 Porter & Best shall not be bound by any amendment, supplemented, cancellation or discharge of the Terms & Conditions except if the same is in writing and signed by an authorized officer of Porter & Best.
- 8.10 All Waivers of any of the Terms & Conditions by Porter & Best must be in writing. Any delay or failure by Porter & Best to exercise a right or privilege under the Terms & Conditions, or a partial or single exercise of that right or privilege shall not constitute a Waiver of that or any other right or privilege.

DEFINITIONS AND INTERPRETATION

In these terms and conditions (the "Terms & Conditions") the following words and phrases shall have the following respective meanings unless the context requires otherwise:

- A. "Agreed User" means a specified individual within a Member's family or personal staff or friend as named on the Membership Application Form by the Member (or as subsequently notified by the Member to Porter & Best in writing) as having such Member's express authority to instruct Porter & Best to provide Services on the Member's behalf;
- B. "Porter & Best" means, Porter & Best Inc. A company registered and incorporated under the laws of Canada) the address of whose registered office is 445 Elizabeth Street, Suite 202 Burlington, Ontario Canada L7R 2L8
- C. "Client Fund Account" means money held in Trust.
- D. "Concierge Services" means services completed by telephone or computer. Sourcing, referring, arranging and scheduling;
- E. "the Deposit" means a sum of money placed or kept in a bank account;
- F. "Due Date" means the date on which the payment of a bill falls due;
- G. "Effective Date" means the date upon which something is considered to take effect. This may be different from the date upon which the event actually occurs or is recorded;
- H. "Event" means a planned occasion at a given place and time;
- I. "Goods" means any goods purchased by or supplied to Porter & Best on behalf of a Member and subsequently provided to the Member under the Terms & Conditions, which goods shall be deemed to have been purchased by Porter & Best as agent for the Member;
- J. "Invoice" means a list of goods sent or services provided, stating the sum due for these; a bill;
- K. "Level" means, the position or category of membership;
- L. "Life Management Services" means project based services, price determined by project. Client must be a member to access life management services;

- M. "Member" means the person or corporate entity named on the Membership Application Form where acceptance of an application has been communicated to the Member by Porter & Best;
- N. "Membership" means the annual dues charged by Porter & Best to the Member for membership;
- O. "Membership Application Form" means the application form completed by an applicant when applying for membership;
- P. "Notice" means a written communication or warning;
- Q. "Payment" means Visa, Master Card, PayPal, bank transfer, cheque, cash or gift certificate;
- R. "The Rate" means the cost per unit of a commodity or service;
- S. "The Renewal Date" means the date that your membership expires and the date that your renewed membership will begin;
- T. "Services" means any services provided by Porter & Best to the Member or sourced by Porter & Best from a Supplier for the Member and subsequently provided to a Member under the Terms & Conditions including the purchase of Goods on behalf of the Member;
- U. "Service Fee" means the fee charged by Porter & Best to the Member for the provision of its Services;
- V. "Supplier" means any third party supplier with whom Porter & Best liaises in sourcing the Services while acting as agent on behalf of the Member.
- W. "Waiver" means the voluntary relinquishment or surrender of some known right or privilege. An example of a written waiver is a disclaimer, which becomes a waiver when accepted.