



MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between Quality Local Contractors ("QLC"), a Canadian-based business with future plans for U.S. expansion, and the undersigned contractor ("Contractor").

1. Purpose This Agreement establishes the terms under which the Contractor subscribes to a QLC membership tier, including benefits, fees, and termination policies.

2. Membership Tiers and Benefits

- **Membership Levels:** QLC offers multiple membership tiers, each providing different levels of benefits, including but not limited to:
 - Access to exclusive leads
 - Enhanced profile visibility on the platform
 - Priority customer support
 - Discounts on additional services
- **Membership Details:** A full breakdown of membership tiers, pricing, and benefits is provided in the Contractor's account settings and is subject to periodic updates.

3. Fees and Payment Terms

- **Membership Fees:** The Contractor agrees to pay recurring membership fees based on their selected tier. Fees may be billed monthly, quarterly, or annually, as per the Contractor's preference.

- **Billing and Payment Methods:** Contractors must maintain a valid payment method on file. Membership fees will be charged automatically according to the selected billing cycle.
- **Non-Refundable Fees:** Membership fees are non-refundable except as required by law or under specific conditions outlined in QLC's refund policy.
- **Fee Adjustments:** QLC reserves the right to modify membership fees with prior notice. Changes will take effect at the next billing cycle following notice of the adjustment.

4. Membership Renewal and Cancellation

- **Auto-Renewal:** Memberships automatically renew at the end of each billing cycle unless canceled by the Contractor before the renewal date.
- **Cancellation:** Contractors may cancel their membership at any time through their account settings. Cancellations will take effect at the end of the current billing period, and no prorated refunds will be issued.
- **QLC Termination Rights:** QLC reserves the right to terminate a membership immediately if the Contractor engages in fraudulent, unethical, or illegal activities.

5. Contractor Responsibilities

- **Compliance with Laws:** The Contractor agrees to comply with all local, provincial, federal, and applicable U.S. state laws when using QLC's platform and services.
- **Service Quality:** Contractors must maintain professional standards and uphold ethical business practices when interacting with clients obtained through QLC.

6. Liability and Indemnification

- **QLC's Limitation of Liability:** QLC does not guarantee lead quality, service outcomes, or financial success as a result of membership.
- **Indemnification:** The Contractor agrees to hold QLC harmless from any claims, damages, or losses arising from their use of QLC's platform and membership

services.

7. Dispute Resolution

- **Mediation and Arbitration:** Any disputes arising under this Agreement shall first be resolved through mediation. If unresolved, binding arbitration shall be conducted in accordance with Canadian law or, upon U.S. expansion, applicable U.S. state law.

8. Governing Law

- **Jurisdiction:** This Agreement shall be governed by the laws of the Province of Ontario, Canada. Upon QLC's U.S. expansion, applicable U.S. state laws shall also apply.

9. Entire Agreement This Agreement constitutes the entire understanding between QLC and the Contractor regarding membership and supersedes any prior agreements or understandings.