

RECRUITMENT 4 LOVE INC. ("R4L")

MEMBERSHIP AGREEMENT ("Agreement")

WHEREAS R4L carries on the business of offering to Members **personal introduction services** which provides the Members the opportunity of meeting people who share similar values, ideas and interests.

Upon executing this Agreement, upon payment of all applicable fees, and subject to compliance with the Member obligations herein, the undersigned _____ ("Member") is hereby accepted by R4L as a member of the R4L dating agency and as such is entitled to all membership benefits as herein provided.

- 1. The Member shall have the right during the term of this Agreement to utilize fully the services and benefits offered by R4L as set forth in this Agreement together with such additional benefits or services that R4L may hereinafter from time to time offer to Members.

TERM

- 2. The term of this membership shall be for a period of twelve (12) months from the date hereof (expiring on the first anniversary date) unless renewed by the Member as hereinafter set forth.

FEES

- 3. All fees payable in connection with membership are as set out in **Schedule A** and include the following:
 - i) Immediately upon execution of this Agreement, the Member shall pay to R4L the **Introductory Membership Fee**,
 - ii) Upon the expiration of the Term, the Member may renew their membership for additional term or terms upon payment of the requisite **Annual Renewal Fee**,
 - iii) In addition to the **Introductory Membership Fee** and the **Annual Renewal Fee**, the Member shall pay such additional fees ("**Additional Fees**") as may from time to time apply for additional services rendered as requested by the Member which includes, but not necessarily limited to, updating pictures, charges for event services, etc.
 - iv) all applicable taxes.

MEMBER'S RESPONSIBILITIES

- 4. By executing this Agreement, the Member covenants and agrees as follows:
 - i) to pay all sums, fees and charges specified in this Agreement when due, irrespective of the amount of use that the Member may make regarding the services offered by R4L,
 - ii) to comply with all of the terms and conditions which are set out in this Agreement and to use the Services offered in accordance with the Code of Conduct imposed by R4L from time to time, and
 - iii) to immediately notify R4L of all changes, including address changes and any other personal information changes, necessary in order to update and keep current the Member's information profile.

R4L RESPONSIBILITIES - SERVICES OFFERED

- 5. i) R4L offers to Members the services as more particularly set forth in **Schedule B** annexed, together with all such other services and benefits that R4L may hereafter from time to time offer to Members ("**Services**"). "**Services**" herein shall sometimes hereinafter be referred to as "Service".
ii) R4L will not release publically any personal information regarding the Member other than in strict compliance with the Services offered pursuant to this Agreement.
- 6. The GENERAL PROVISIONS included in **Appendix A** and **Schedules A** and **B** annexed hereto are incorporated in and form part of the Agreement.
- 7. The Member acknowledges that he/she has fully reviewed this Agreement, Appendix A, and the annexed Schedules and acknowledges and confirms that no verbal representations or warranties have been made to the Member other than as included in the Agreement and that the Agreement accurately sets out the entire agreement between R4L and the Member. The Member understands the terms and conditions included in the Agreement and covenants and agrees to be bound by them.

DATED this _____ day of _____, 20_____.

Recruitment 4 Love Inc.

(Member's signature)

Per: _____

(see Appendix A and Schedules A & B over)

APPENDIX 'A'
GENERAL PROVISIONS

1. The Member's right to use the Services is subject to any limitations, conditions and restrictions established by R4L from time to time, in its sole discretion. R4L may alter, suspend or discontinue any aspect of the Services at any time including the availability of any Services feature, data base or content. R4L may also impose limits on certain features and aspects of the Services or restrict Member's access to parts or all of the Services without notice or liability. R4L may, in its sole discretion, terminate or suspend Member's access to all or part of the Services at any time, with or without notice, for any proper reason as determined in the sole discretion of R4L. Without limiting the generality of the foregoing, proper reason shall include any fraudulent, abusive or otherwise illegal activity, or that may otherwise affect the enjoyment of the Services by others, and any breach by the Member of any terms of this Agreement. R4L may report any Member to the appropriate law enforcement agencies regarding any improper use of the Services.
2. By executing this Agreement, the Member acknowledges that R4L is not responsible for any interruption or suspension of the Services, regardless of the cause of the interruption or suspension. Notwithstanding the foregoing, any claim against R4L shall be limited to the amount paid by the Member, if any, for the use of the Services during the Term. The Member may cease using the Services at any time.
3. The responsibility of R4L herein is strictly limited to "match making upon availability" Membership with R4L is strictly limited to matchmaking upon availability. R4L will not be responsible or liable for any costs incurred by the Member as a result of any matchmaking.
4. The Member's membership herein is personal to the Member and the information obtained should not be shared with or used by anyone else.
5. It is acknowledged that the Services may from time to time contain links to other internet sites and resources ("External Links"). The Member acknowledges that R4L is not responsible for, and has no liability regarding, any External Links or their contents. The Member is strictly responsible for reviewing all of the terms of use and the privacy statements for such External Links prior to using them.
6. The Member covenants and agrees to indemnify and save harmless R4L, its officers, directors, employees and agents, from any loss or damages, including reasonable legal fees which R4L, its officers, directors, employees and agents, may incur or suffer from the Member's improper use of the Services, including without limitation, any breach by the Member of this Agreement (including but not limited to the Code of Conduct) or any charges or complaints made by other parties against the Member. The Member covenants and agrees to cooperate as fully as reasonably requested in the defense of any claims. R4L reserves the right to assume the exclusive defense in control of any matter otherwise subject to indemnification by the Member; provided, however, that the Member shall remain liable for any such claim.
7. The Member acknowledges that use of the Services is strictly at the Member's own risk. The Member acknowledges that any reliance upon any such opinion, member profile, advice, statement or information shall be at the Member's sole risk. R4L does not represent or warranty the accuracy or reliability of any member profile, advice, opinion, statement or other information displayed uploaded or distributed through the Services by R4L, its partners, or any user of the Services, notwithstanding, R4L will use all reasonable best efforts to obtain accurate and true information in compiling member profiles. Member's continued use of the Services following the posting by R4L of any changes to the Services offered, will constitute a binding acceptance by the Member of any such modifications or changes.
8. The Services may from time to time include messages from R4L employees who respond to "relationship questions". Any statements made by employees of R4L are provided for feedback and personal opinion purposes only, and are not intended, and should not be taken, as specific advice in any particular circumstance. Such statements do not constitute counseling of any kind. **Users with personal problems or who may be seeking personal advice applicable to their personal situation are urged to consult with a qualified counselor with respect to such issues.**
9. The Member warrants and represents: (i) all personal information disclosed by the Member to R4L is accurate and complete, and (ii) the Member has made full and accurate disclosure to R4L of any criminal convictions and/or medical mental health diagnosis.
10. R4L reserves the right to forward electronic mail to the Member from time to time for the purpose of informing the Member of changes or additions to the Services, or of any R4L related products and services. R4L reserves the right to disclose information about Member's usage of the Services demographics in forms that do not reveal Member's personal identity.
11. The Member does not have the right to assign to any third party this Agreement or any of the Member's rights to the Services offered by R4L from time to time. R4L has the right to assign any or all of its rights and duties under this Agreement or to the Services to any third party at any time or times without notice. Upon assignment by R4L, R4L's obligations hereunder are automatically assumed by the assignee and R4L shall be relieved of any further liability and obligations under this Agreement.
12. Any returned payments will be subject to an administration fee of \$25.00 (or the maximum amount permitted by law).
13. The Member shall at all times abide by the following **Code of Conduct**: (i) Member will keep all information provided to them through the Services offered by R4L as private and confidential and will not give such information to anyone without the written permission of R4L; (ii) Member shall not use the Services to engage in any form of harassment, illegal, immoral or offensive behaviour, including but not limited to the posting of communications, pictures, videos or audio recordings which contain libelous, slanderous, abusive or defamatory statements, racist, pornographic, obscene or offensive language or images; and (iii) Member shall not use the Services to infringe the privacy rights, property rights or any other rights of any person.
14. By using the Services, the Member agrees to the following: (i) Member acknowledges that R4L cannot ensure the security or privacy of information provided by the Member through the internet or through e-mail messages submitted by the Member and the Member releases R4L, its officers, directors, employees and agents from any and all liability in connection with the use of such information by other parties; (ii) R4L is not responsible for, and cannot control, the use by others of any information which the Member posts on the Service or provides to other Members and the Member should use caution in selecting the personal information that he/she posts or provides to others through the Service; and (iii) R4L cannot (and does not) assume any responsibility for the content of messages sent by other users of the Service, and the Member releases R4L, its officers, directors, employees and agents from any and all liability in connection with the contents of any communications the Member may receive from other users. As part of the Service, R4L may from time to time e-mail to the Member publically available information about other users of the Service whom R4L believes may meet the Members pre-selected search criteria. The Member acknowledges that R4L cannot guarantee (and therefore assumes no responsibility for verifying) the accuracy of the information provided by other users of the service, which may include information which R4L may provide directly to the Member but which has been posted or provided to R4L by other users of the Service.
15. The Member confirms that he/she will have obtained full right, title, interest and permission in and to any information, messages, pictures or recordings prior to the Member posting to or otherwise distributing them through the Service.
16. The Service contains information which may be proprietary to R4L, its partners, and its users. R4L asserts and retains full copyright protection in the Service for information or material posted by R4L, its partners or users of the Service. Such information or material may be protected whether or not it is identified as proprietary. The Member covenants and agrees not to modify, copy or distribute any such information in any manner whatsoever without having first received the express written consent of the owners of such information.
17. The within Agreement and the membership created herein is subject to the laws of the Province of Ontario. The within Agreement is subject to compliance with the Consumer Protection Act (Ontario).

SCHEDULE "A"
R4L SERVICES

1. **Profiling services** – face to face interview between R4L staff and Member where profile of Member's "Love Resume" is prepared. R4L's profiling service is based on previous experience and behavioural interviews and relationship management.
2. **Recruitment and match-making services** – R4L will tailor their search to each client's individual requirements. If R4L does not already have a suitable match in their internal data base, R4L will source and screen potential matches found through networking methods. R4L will pair clients with individuals that have matched their profile. R4L shares information about each party including what each party is looking for, and why R4L believes that the two parties would be a good match. R4L will customize their date experience to their needs (i.e. is the first step a phone call? – or a meeting? etc.) and perform prompt follow-up to ensure timely feedback is given.
3. **Coaching and feedback services** – this involves coaching and feedback either before and/or after a meeting between the parties.
4. **Event services** – as R4L grows so will its client base. R4L will co-ordinate "mixers" and other events for their members, giving them a chance to meet and mingle in a social setting. R4L personnel will be in attendance to personally introduce members to each other. A fee will be charged for the event at a rate that is to be determined by the type of event.
5. R4L will post information of interest to its members on its website from time to time including information regarding upcoming events/venues, etc. The website will be used by R4L as a marketing tool to provide contact information to Members.
6. R4L will communicate and dialogue with the Member and will respond to questions as posed by the Member.
7. R4L may, from time to time, provide links to other internet sites and resources (which will be provided to the Member strictly for information purposes).

SCHEDULE "B"
R4L – APPLICABLE FEES

1. Standard Membership Fee \$2500.
2. Annual Renewal Fee – one-half of the Standard Membership Fee.
3. Additional Fees – such additional fees as may be charged from time to time for additional services rendered by R4L as requested by the Member.
 - In addition the Member shall pay all applicable taxes.
 - A Member will be entitled to put his/her membership on hold for a reasonable period of time by written notice to R4L, and will be entitled to reactivate his/her membership for the remainder of the then current term.
4. Member acknowledges that all Fees paid to R4L are non-refundable.

Initials: _____