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TERMS AND CONDITIONS OF ORGANIZATION/CORPORATE MEMBERSHIP

Last updated: March 8, 2023

Your Membership is subject to the following terms and conditions. By applying and maintaining Membership in Pride at Work Canada/Fierté au travail Canada, you agree to these Terms and Conditions of Organization/Corporate Membership, which should be read in conjunction with our Privacy Policy, and our Intellectual Property Policy, both of which are incorporated herein by reference.

1. APPLICATION FOR MEMBERSHIP

- 1.1 Corporations, associations, groups and other entities meeting the qualifications for Membership may apply for Membership by completing the online application form or by contacting the Secretary of PaWC/FaTC. Admission into Membership is subject to the discretion of the Board, or its delegates, and subject to the articles and by-laws of PaWC/FaTC, as may be amended from time to time.
- 1.2 Members are required during the application process to provide current contact information for their Authorized Representative, as defined in the by-laws of PaWC/FaTC. Members are required to update PaWC/FaTC in the event their Authorized Representative or the contact information thereof changes. All personal information will be handled in accordance with PaWC/FaTC's Privacy Policy.

2. INTERPRETATION

- 2.1 In these Terms and Conditions the following definitions apply:

"Annual Membership Fee Invoice" means the invoice sent to a Member setting out the Membership Fee payable by the Member for the ensuing year.

"Board" means the Board of Directors of PaWC/FaTC from time to time.

"Member" means a corporation or other entity accepted into Membership as set out in the articles and by-laws of PaWC/FaTC, as amended from time to time. For greater clarity, "Members" may also be referred to as "Proud Partners" of PaWC/FaTC and shall not include "Community Partners".

"Member IP" means the intellectual property owned by a Member, including patents, trademarks, copyright, industrial designs, trade secrets, and other intellectual property, including but not limited to the PaWC/FaTC Marks, inventions, designs, know-how, software, processes, reports, plans, and other intellectual property, whether registered or unregistered, and including moral rights, goodwill and all other rights relating to any of the foregoing.

"Membership" means membership in PaWC/FaTC to which attaches the rights and obligations of a Member arising out of the Terms and which affords to each Member the Membership Benefits.

"Membership Benefits" means the benefits afforded to each Member as determined by PaWC/FaTC from time to time.

“Membership Fee” or **“Memberships Fees”** means the amount payable on an annual basis by the Member as determined by PaWC/FaTC from time to time.

“Payment Method” means a current valid method of payment accepted by the Corporation.

“PAWC/FATC” means Pride at Work Canada/Fierté Au Travail Canada;

“PAWC/FATC IP” means the intellectual property owned by PaWC/FaTC, including patents, trademarks, copyright, industrial designs, trade secrets, and other intellectual property, including but not limited to the PaWC/FaTC Marks, inventions, designs, know-how, software, processes, reports, plans, and other intellectual property, whether registered or unregistered, and including moral rights, goodwill and all other rights relating to any of the foregoing.

“PAWC/FATC Marks” means the PaWC/FaTC trade name and logo attached as Schedule A.

“Terms” means the Membership terms and conditions as set out in this document, as may be amended from time to time in accordance with section 3.

3. INCORPORATION OF TERMS

- 3.1 PaWC/FaTC may change or modify these Terms at any time, in its sole discretion. Any changes or modifications to the Terms shall be available on the PaWC/FaTC website at www.prideatwork.ca or otherwise communicated to Members in writing.

4. MEMBERSHIP TERM

- 4.1 The term of Membership of a Member shall be one (1) year, beginning on the date of payment of the Membership Fee and expiring on the next anniversary date. A Member who continues to be eligible for Membership may renew its Membership by paying the Membership Fee as and when required in accordance with section 5 of these Terms and the by-laws of PaWC/FaTC, as amended from time to time.

5. MEMBERSHIP FEES

- 5.1 Annual Membership Fees are determined by PaWC/FaTC and will be posted on the PaWC/FaTC website at www.prideatwork.ca. The Board may change the Membership Fees at any time in its sole discretion. Changes to the Membership Fees shall be posted on the PaWC/FaTC website or otherwise communicated to Members in writing via their Annual Membership Fee Invoice.
- 5.2 All new applicants for Membership must pay the applicable Membership Fee prior to admission into Membership.
- 5.3 Unless otherwise permitted by PaWC/FaTC, in order to remain in good standing all Members must pay the applicable Membership Fee prior to the expiry of the respective Membership term. Provided a Member pays the applicable Membership Fee within the prescribed period, Membership in PaWC/FaTC shall be renewed automatically with no further formality. PaWC/FaTC reserves the right to automatically charge each Member's Membership Fee to the Payment Method indicated on the Member's application for Membership on a recurring basis each year.
- 5.4 An Annual Membership Fee Invoice shall be sent to each Member forty-five (45) days prior to the expiry of their Membership term. For greater clarity, the Membership Fee shall become due and payable on the expiry of a Member's term of Membership whether or not the Member receives an Annual Membership Fee Invoice.
- 5.5 Membership Fees owing after the expiry of a Member's term shall bear interest at a rate of 2% per month, from the date such payment was due until the date paid. If Member's account is ninety (90) days or more overdue, in addition to any of its other rights or remedies, PaWC/FaTC reserves the right to suspend Membership Benefits provided to Member, without liability to Member, until such

amounts are paid in full.

- 5.6 Unless otherwise provided by applicable law, Membership Fees are non-refundable, in whole or in part, under any circumstances.

6. PAYMENT TERMS

- 6.1 To apply for or renew Membership in PaWC/FaTC, an applicant must provide a current valid accepted Payment Method on the application form.
- 6.2 An applicant's credit card or other payment information, billing address, and such other information as is required to complete each payment transaction will be collected by PaWC/FaTC or through its third party payment processing service. The applicant authorizes PaWC/FaTC to charge (or withdraw from, as applicable) the applicable Payment Method for the fees payable, and represents and warrants that it is authorized on the relevant account to make the relevant payment.
- 6.3 All applicable taxes are calculated based on the billing information provided to PaWC/FaTC at the time of purchase.
- 6.4 All listed prices are in Canadian Dollars. PaWC/FaTC does not support all payment methods, currencies or locations for payment.

7. MEMBERSHIP BENEFITS

- 7.1 Members shall be entitled to the Membership Benefits as determined by PaWC/FaTC from time to time.

8. CONFIDENTIALITY

- 8.1 The Member and PaWC/FaTC (each a "**Party**") acknowledge and agree that they may have access to or acquire confidential information relating to the other Party and any affiliates and related companies (the "**Disclosing Party**"), which is made known to the other Party and any affiliates and related companies (the "**Receiving Party**"). The Receiving Party shall keep in strict confidence all confidential information of the Disclosing Party, and shall not at any time disclose such information to any third party or make use of any such information for any purpose other than as permitted under these Terms, the by-laws, or unless such disclosure or use is authorized by the Disclosing Party.
- 8.2 The restrictions referred to in subsection 8.1 shall not apply with respect to:
- a. information which at the time of disclosure by the Disclosing Party is generally available to the public through no breach of these Terms or the by-laws;
 - b. information, which after disclosure, becomes generally available to the public through no fault of the Receiving Party;
 - c. information which was in the possession of the Receiving Party prior to its disclosure by the Disclosing Party and of which documented proof exists and which was not acquired directly or indirectly from the Disclosing Party; and
 - d. information which the Receiving Party received from a party outside these Terms without any obligations of confidentiality and of which documented proof exists and which was not acquired directly or indirectly from the Disclosing Party.
- 8.3 The confidentiality provisions contained in this section 8 shall survive the termination of these Terms or termination of membership of a Member.

9. INTELLECTUAL PROPERTY

- 9.1 While a Member of PaWC/FaTC is in good standing, such Member is hereby granted by PaWC/FaTC a non-exclusive, revocable, non-transferable, non-sublicensable, right and license to display the PaWC/FaTC Marks on its website, solely as incorporated in advertising and promotional and employee recruitment materials, and only for the purpose of promoting LGBTQ2S+positive policies or activities and to confirm such Member's Membership in PaWC/FaTC. The Member agrees that it shall only display the PaWC/FaTC IP in the same manner as such is displayed by PaWC/FaTC, and in accordance with all guidelines provided by PaWC/FaTC from time to time. Such Member agrees to immediately cease all display of PaWC/FaTC IP upon receipt of a notice from PaWC/FaTC of an objection by PaWC/FaTC to the display of the PaWC/FaTC IP by said Member, as determined in PaWC/FaTC's sole discretion. All displays of any PaWC/FaTC IP shall indicate that such use of the PaWC/FaTC IP is under license and shall bear the appropriate trademark marking (e.g., TM or ®). All goodwill and other benefits of the use of the PaWC/FaTC IP shall enure to PaWC/FaTC. Strict compliance with this subsection 9.1 shall be deemed to be a material condition of these Terms.
- 9.2 In the event that the Member becomes aware that any person, firm, company or entity is infringing, or threatening to infringe, any PaWC/FaTC IP in violation of either applicable laws or of any contractual obligations of such person, firm, company or entity, the Member shall immediately notify PaWC/FaTC, in writing, to that effect. Upon receipt of such notice, PaWC/FaTC shall act in its sole discretion as it deems reasonably necessary to prevent such third party infringement. The Member will not take any action against any such third party infringer without the prior written approval of PaWC/FaTC, and will co-operate and assist PaWC/FaTC in any such action. Such co-operation and assistance may include the execution of reasonable documents in accordance with applicable laws and other regulations or policies.
- 9.3 While a Member of PaWC/FaTC is in good standing, unless otherwise agreed, such Member hereby grants to PaWC/FaTC a non-exclusive right and license to display and otherwise use Member IP in accordance with PaWC/FaTC's Intellectual Property Policy. PaWC/FaTC agrees to immediately cease and withdraw any such display or other use upon receipt of a written notice from the Member of any objection to any such display or other use, as determined in Member's sole discretion. Strict compliance with this subsection 9.2 shall be deemed to be a material condition of these Terms.
- 9.4 The Member represents and warrants that:
- a. the Member has and will comply with all applicable laws, including but not limited to privacy laws, data protection laws, ethics policies, and requirements to obtain consents and authorizations, as required for and relating to the activities and obligations of the Member set out in these Terms and all other agreements between the parties;
 - b. the Member will use the PaWC/FaTC IP in accordance with all policies, rules, guidelines and practices provided by PaWC/FaTC from time to time;
 - c. the Member is the sole and exclusive owner of the Member IP that is licensed or assigned to PaWC/FaTC in accordance with these Terms and all other agreements between the parties; and
 - d. the Member has the requisite power and authority and all necessary rights and authorizations to grant to PaWC/FaTC the rights, licenses and benefits set out in this section 9.
- 9.5 Except as explicitly permitted in writing by a Member, PaWC/FaTC shall not: (i) alter, merge, adapt

or translate Member IP, or decompile, reverse engineer, disassemble, or otherwise reduce any software that is Member IP to a human-perceivable form; (ii) sell, rent, lease, host or sublicense any Member IP; (iii) modify Member IP, or create derivative works based upon Member IP; (iv) use Member IP in a manner that breaches the rights of any third party, any contract or legal duty or violates any applicable law; (v) copy Member IP or any part, feature, function or user interface thereof; (vi) access or use Member IP in order to build a competitive product or service; (vii) use Member IP other than for its intended purposes; (viii) use Member IP to harvest, collect, gather or assemble information or data regarding any person without their implied or express consent (as defined in applicable laws) or other requisite authorization other than as permitted or required in accordance with applicable laws; (x) access or copy any data or information of any person, including but not limited to any personal information (as defined in applicable laws), without their implied or express consent (as defined in applicable laws) or other requisite authorization other than as permitted or required in accordance with applicable laws; (xi) knowingly interfere with or disrupt the integrity or performance of Member IP; (xii) harass or interfere with any person's use and enjoyment of Member IP; (xiii) interfere in any manner with the operation of Member IP or any hardware and network used to operate any Member IP, including but not limited to introducing or otherwise infecting any Member IP with any worm, malware or other harmful software code; (xiv) access or attempt to access any Member IP through any unapproved interface; (xv) infringe, dilute, misappropriate, violate, or misuse any Member IP; or (xvi) challenge the validity, enforceability, registrability or ownership of any Member IP.

9.6 The expiry or termination of these Terms or Membership of the Member shall automatically revoke and terminate the licenses granted in accordance with this section 9, with the proviso that such licenses shall continue for a practicable time as reasonably required for the cessation of the various uses of the trade names and logos that were undertaken in reliance upon such licenses.

9.7 Either the Member or PaWC/FaTC may terminate the license it has granted in accordance with this section 9 at any time, in their sole discretion, which will at the other party's option operate to terminate the terms in this section 9 that relate to such previously licensed intellectual property.

9.8 The Member hereby acknowledges that it has read and understands PaWC/FaTC's Intellectual Property Policy.

10. PERSONAL INFORMATION OF AUTHORIZED REPRESENTATIVE

10.1 On behalf of the Authorized Representative of the Member, the Member consents to the collection, use and disclosure of the personal information of its Authorized Representative by PaWC/FaTC as required to fulfill the purposes of these Terms and in accordance with PaWC/FaTC's Privacy Policy, as amended from time to time.

11. COMPLIANCE WITH GOVERNING DOCUMENTS, POLICIES, RULES AND REGULATIONS

11.1 The Member acknowledges that PaWC/FaTC is a not-for-profit federal corporation continued pursuant to the *Canada Not-for-profit Corporations Act*, as amended from time to time and is aware of PaWC/FaTC's purposes as stated in its governing documents and acknowledges that PaWC/FaTC must at all times carry out its duties, obligations, organization and affairs, in compliance with its governing documents (which include its by-laws, as amended from time to time) and all applicable federal and provincial laws and regulations.

11.2 PaWC/FaTC may establish policies, rules and regulations pertaining to Membership. The Member acknowledges and agrees to adhere to and comply with such policies, rules and regulations as approved by the Board from time to time.

11.3 Such governing documents described in this section 11 shall be available on the PaWC/FaTC website at www.prideatwork.ca or otherwise available to a Member on written request to the Secretary of PaWC/FaTC.

12. LIABILITY

12.1 UNDER NO CIRCUMSTANCES WILL PAWC/FATC, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR IN CONNECTION OR ARISING AS A RESULT OF MEMBERSHIP, INCLUDING WITHOUT LIMITATION, LOSS OF FUNDS, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE PAWC/FATC WEBSITE, FAILURE TO REALIZE EXPECTED SAVINGS, ANY LOSS OF REVENUES, PROFITS, OR GOODWILL, OR OTHER INTANGIBLE LOSS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS ARISING FROM MEMBERSHIP IN PAWC/FATC, EVEN IF PAWC/FATC OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE.

12.2 This section 12 shall survive the termination of these Terms or termination of Membership of a Member.

13. INDEMNIFICATION

13.1 The Member agrees to indemnify PaWC/FaTC, its officers, directors, employees, agents, contractors, and representatives from and against any claims, losses, liabilities, damages, actions, injuries, expenses, demands, penalties and fines, including reasonable legal fees, resulting from or arising out of a breach of these Terms, or any action or inaction by the Member, including negligence and willful misconduct, or any misrepresentation made by the Member.

14. NON-TRANSFERABILITY OF MEMBERSHIP

14.1 A Member shall not, without the prior written consent of PaWC/FaTC, assign, transfer or deal in any other manner with its Membership.

15. MEMBERS' TERMINATION OF MEMBERSHIP

15.1 Unless a Member's Membership is terminated automatically pursuant to the by-laws of PWS or as otherwise set out in these Terms, a Member may terminate its Membership in accordance with the provisions set out in the by-laws of PaWC/FaTC, as amended from time to time, by providing PaWC/FaTC with written notice of such termination not less than thirty (30) days prior to the date upon which its Membership Fee is due.

15.2 Upon termination of Membership, either automatically or pursuant to this section 15, the Member shall not be entitled to a refund of any Membership Fees previously paid.

16. SUSPENSION OR TERMINATION OF MEMBERSHIP BY PAWC/FATC

16.1 PaWC/FaTC has the right to suspend or terminate the Membership of any Member in accordance with the by-laws of PaWC/FaTC from time to time.

16.2 A suspension of Membership may be for such period of time as the Board deems appropriate having regard to the conduct of the Member.

16.3 In the event of suspension of Membership, a Member will lose access to all Membership Benefits during the term of the suspension, including all priority access and discount codes. A Member whose Membership has been terminated will lose access to all such Membership Benefits permanently.

16.4 A Member that has been suspended or terminated remains liable for all fees, including outstanding Membership Fees, owing to PaWC/FaTC at the time of the suspension or

termination. Upon the suspension or termination of Membership pursuant to this section 16, the Member shall not be entitled to any fees paid previously prior to suspension or termination of Membership.

16.5 Upon termination of Membership, Member details including name, mailing address, email and telephone number will be retained on the PaWC/FaTC database, allowing for a Member to easily resume its Membership if desired. A Member whose Membership has lapsed may request that its details be removed from the PMW website by submitting a written notice to PaWC/FaTC and PaWC/FaTC shall remove the Member's details from its database.

17. GENERAL

17.1 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.2 Unless otherwise specified, a person who is related to, employed by or associated with a party to these Terms shall not have any rights under or in connection with it.

17.3 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation, shall be governed by, and construed in accordance with, the laws of Ontario and the laws of Canada applicable therein, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario.

SCHEDULE A
PAWC/FATC IP

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To use the PaWC/FaTC Marks, please connect with the Marketing and Communications team at info@prideatwork.ca to receive the full logo and brand guidelines.