

FITNESS WORLD | TRAIN^{FW}

FITNESS SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. DEFINITIONS:** In this Agreement: (i) the customer listed above and/or who signs below is referred to as “you”, “your”, “yourself” and “Client”; (ii) FW Fitness BC Ltd. and its legal representatives, successors and assigns are collectively referred to as “we”, “our”, and “us”; (iii) the fitness centres operated by us under the name “Fitness World” are referred to as Fitness World; (iv) the fitness centres operated by us under the name “TRAIN by FW” are referred to as TRAIN by FW or TRAIN^{FW}; (v) “Trainer” refers to the Fitness World employee supervising any personal training sessions; (vi) “Fitness Service Agreement” refers to this Agreement, which is in addition, and supplemental, to the Membership Agreement and the Release Form, and does not replace the terms, fees or policies under such Membership Agreement and Release Form; (vii) “PT” is an abbreviation for personal training; (viii) “Minimum Term” shall mean the Minimum Term in months shown on the face of this Agreement, such term not to exceed 24 months; (ix) “Expiry Date” shall mean the date or period this Agreement expires; and (x) Recurring Amount shall mean the Recurring Amount shown on the face of this Agreement.
- 2. CLIENT INFORMATION:** You represent and warrant that all information provided by you is true and that you are physically able to engage in personal training sessions. You agree to inform the Trainer of any condition or changes in health which could affect your ability to exercise safely.
- 3. REPRESENTATION:** Fitness progress and results depend upon client adherence to the program, client effort, environment, genetics, lifestyle, nutrition and sleeping habits. You agree that neither we nor any of our representatives have provided medical advice nor made specific guarantees in respect of any results.
- 4. TYPE OF PURCHASE:** The Client is purchasing a number of sessions for the amount indicated above. Sessions are to be completed at the location and/or area of purchase with a Trainer, prior to the Expiry Date. Personal training sessions include a workout supervised by one of our qualified Trainers for the applicable duration and the Client acknowledges and agrees to the policies and protocols set out in Schedule “A”. You also acknowledge and agree that a condition of this Agreement is your entry into a Membership Agreement with us and that your membership with us will remain active and in good standing for the duration of this Agreement, failing which this Agreement shall immediately terminate upon notice from us.
- 5. FEES:** Session fees are paid directly to us prior to engaging in service. With additional service charge(s) and Client approval, we can be authorized to draw weekly or monthly debits, as applicable, covering payments due by you.
- 6. PAYMENT AUTHORIZATION:** You authorize us to charge your credit card or debit your bank account, as applicable, for all amounts payable by you under this Agreement. A pre- authorized debit (PAD) may be revoked by you at any time upon 30 days prior written notice. Revoking your authorization will not relieve you from your payment obligations under this Agreement. You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. The PAD under this Agreement is a Personal PAD. We require 30 days’ notice to change bank account or credit card information. Visit www.cdnpay.ca or your financial institution to obtain more information on your PAD recourse and cancellation rights and a sample cancellation form. You agree to waive any pre-notification requirements and as such we will not provide you with pre-notification of any charge or debit.
- 7. POST TERM DUES for EFT PT Bundles:** I understand that following the Expiry Date of my Minimum Term this Agreement will continue as a month-to-month Agreement, and that post term recurring dues will be payable by me until this Agreement is cancelled as provided under this Agreement.
- 8. DUES ADJUSTMENTS:** Both during and after the Minimum Term, you authorize us to adjust your recurring personal training dues for calculation errors or changes in taxes, and annually for Consumer Price Index (CPI) increases. CPI adjustments may be made on a cumulative basis to reflect CPI adjustments not made by us in prior years. After the Minimum Term or prepaid dues period, we may, at our discretion, adjust your recurring personal training dues, upon giving you not less than 45 days prior written notice mailed to the postal address or sent to the email address specified above, or such other address as you may subsequently notify to us. Except as specifically provided in this Agreement, a failure by you to avail of our facilities or services will not result in a reduction of your dues payable under this Agreement.
- 9. FREEZE AND TRANSFER POLICY:** We do not freeze or transfer personal training sessions for any reason other than as follows: (a) For medical reasons, we may agree to temporarily suspend or reduce recurring payments, upon submission of appropriate documentation and satisfaction of certain conditions; and (b) In extraordinary circumstances we may agree to suspend or reduce recurring post term dues for EFT PT bundles to enable you to maintain the service during period(s) of non-use. Sessions are not available for service during the freeze period. Please contact Fitness World for appropriate submission forms.
- 10. ADMINISTRATION FEES:**
 - a. Amounts not paid in full within 30 days of their due date will be subject to a late payment charge of 2% of the unpaid amount per month or \$2.00, whichever is greater.
 - b. With the exception of NSF or returned amounts satisfied by further bank debits, a \$25.00 collection charge is applied to all returned payments.
 - c. Recurring Amounts, other than those paid by PAD or pre-authorized credit card charge, are subject to an additional \$5.00 service fee per payment plus applicable taxes.
 - d. Upon payment default, we may declare the whole or any part of the Recurring Amounts for the duration of the Minimum Term, to be immediately due and payable.

- 11. CO-SIGNER:** Where this Agreement has been signed by a co-signer and/or when personal training is purchased as a gift, the co-signer agrees, as primary debtor and not merely as guarantor or surety, to pay all amounts required to be paid to us as and when due and to otherwise perform all of the obligations of the Client under this Agreement. The liability of the Client and the co-signer under this Agreement shall be joint and several. Co-signer must be a legal guardian/parent over age 25 for any member below age 19 (yet meets our age requirements).
- 12. FACILITY ACCESS:** A listing of the Fitness World and TRAIN by FW locations applicable to your membership type can be found on our website (www.fitnessworld.ca and www.fitnessworld.ca/train, respectively) or obtained at any Fitness World or TRAIN by FW facility. We may, from time to time, change the locations applicable to your membership type for reasons that include, but are not limited to, the expiry of a lease, the opening of a new location, and/ or damage caused to a facility by fire, act of God, pandemic, catastrophe or accident. Should the Fitness World or TRAIN by FW location to which you made your application for membership become unavailable for your use for any reason, subject to Section 18, you agree to use another reasonably comparative Fitness World or TRAIN by FW location not more than 30km from that location. Equipment and classes are subject to demand and are available on a first-come first-served basis. There may be occasions, especially during peak hours, where you may experience delays in using equipment, or be precluded from attending a class.
- 13. PERSONAL CONDUCT:** You agree to abide by the rules and regulations of membership as determined by us from time to time, a complete copy of which is posted at each Fitness World location. You agree that while you participate in services and facilities your conduct will be such that it presents no danger to other members or staff, and does not interfere with the quiet enjoyment of the other members or staff, or disrupt the staff in performing their duties.
- 14. PRIVACY:** We collect, use and disclose your personal information in accordance with our privacy policy which can be found on our website (<https://www.fitnessworld.ca/privacy-policy/>), primarily for the purpose of providing you with the services and / or the facilities contemplated under this Agreement. We may contact you about your membership account or to conduct market research & surveys in an effort to continually improve our product and service offerings. We or a third party engaged by us may conduct personal credit investigations, or report your account information to a reporting bureau, for the purposes of collecting overdue amounts and updating appropriate credit information. Please see our privacy policy (available at <https://www.fitnessworld.ca/privacy-policy/>) for more information.
- 15. CUSTOMER RIGHT OF CANCELLATION:** This Agreement is subject to the *Business Practices and Consumer Protection Act* which provides consumers with cancellation rights under section 23 and section 25. You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel within this period. If you cancel this Agreement, we have 15 days to refund your money. If you send the cancellation notice by mail or email, it doesn't matter if we receive the notice within the required period as long as you sent it within the required period. After the Minimum Term (excluding reasons denoted under Section 16), you may terminate this Agreement by providing at least 30 days' written notice to us delivered by email, registered mail or personal delivery. The Client will remain liable for payment for any personal training sessions that occur prior to the effective termination date of this Agreement. We will not charge your credit card or initiate any EFT payments, which are scheduled to occur more than 30 days after the cancellation notice is received by us. If the cancellation cannot be processed prior to the scheduled date of the charge, we shall refund the charged amount.
- 16. FITNESS WORLD RIGHT OF CANCELLATION:** We may cancel this Agreement at any time, for any reason, upon giving you not less than 30 days prior written notice mailed to the postal address or sent to the email address specified, or such address as may be subsequently notified to us by you. Should we, other than in circumstances contemplated under Section 12, cancel this Agreement during the Minimum Term, a pro-rated portion of any unserved personal training sessions will be refunded to you.
- 17. MATERIAL CHANGES:** The *Business Practices and Consumer Protection Act* may permit you to cancel your Agreement if a material change occurs in your personal circumstances, or if there is a material change to the services that we provide to you. For this purpose, a "material change" includes (i) moving your residence to a location that is more than 30 KM away from the nearest Fitness World location or (ii) suffering a physical, medical or mental disability, substantiated in writing by a medical practitioner, or nurse practitioner, that results in continued participation of our services or facilities being unreasonable due to likely risk to your health. Should you discontinue your Agreement as a result of a material change, any fees owed by you for services rendered prior to cancellation, must be paid in full.
- 18. ACKNOWLEDGEMENT AND RELEASE: I HAVE READ AND FULLY UNDERSTAND THE ACKNOWLEDGMENT, RELEASE AND INDEMNITY SET OUT IN SCHEDULE "B" to the MEMBERSHIP AGREEMENT AND I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN SCHEDULE "A". I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES (AS DEFINED IN SCHEDULE "B").**

19. GENERAL:

- a. The Schedules shall form part of this Agreement and shall be read and construed together with this Agreement. We may, from time to time, update the acknowledgement, release and indemnity form, in which case you may be required to sign the current form of Schedule "B" in the Membership Agreement as a condition to you continuing to use our facilities and services.
- b. You acknowledge that this Agreement, other forms completed at the same time, and the original Membership Agreement, constitute the entire understanding between you and us, and that no other understanding exists and that neither we nor any of our representatives or employees have expressed or implied warranties or representation to induce you to enter into this Agreement, (including without limitation that our programs, facilities, or advice have been or are approved by any medical authority) other than those warranties or representations set forth in this Agreement or the Membership Agreement.
- c. Neither you nor we may change this Agreement unless such changes are agreed to in writing signed by both you and us.
- d. If any portion of this Agreement is held to be invalid, the remainder shall remain in full force and effect.
- e. The obligations of the member and any co-signer under this Agreement are personal and may not be assigned or transferred except as provided hereunder. We may assign all or any part of its rights and obligations under this Agreement to another person or company.
- f. This Agreement will be governed by the laws of British Columbia and the federal laws of Canada applicable therein.
- g. This Agreement may be executed by facsimile, email, digital signature or otherwise and will be deemed to be an original.

By signing this Agreement, you acknowledge and agree to the foregoing terms and conditions and that you:

- (i) are aware of the Fitness World fitness service cancellation policy and procedures; and
- (ii) understand that your Fitness World fitness service agreement expires in one (1) month from date of purchase.

SCHEDULE "A"

FITNESS WORLD | TRAIN^{FW}

FITNESS SERVICE POLICIES & PROTOCOL

CHECK-IN: Client must use the Fitness World Canada Mobile App to check-in at the front desk prior to their session. Client must then check-in to the session via the Fitness World Mobile App, biometric fingerprint scan or Personal Identification Number (PIN) before each session, and sign the Daily Client Record (DCR).

SESSIONS TIMES: Session times must be scheduled in advance. Session dates and time may not be available the same day/time each week. If the Client is late for a Session, the missed time will not be added to the end of the Session.

SESSION DURATION: A full session is 50 minutes and a half session is 25 minutes.

SESSION CANCELLATION: Client may cancel a Session by providing 24 hours' notice. Sessions cancelled with less than 24 hours notices will be charged as a regular session.

TRAINER AVAILABILITY: Client is purchasing a program and not the services of an individual Trainer. The assigned Trainer may not be available to conduct one or all sessions, in which case another Trainer will be assigned. Client is not entitled to a refund if the originally assigned Trainer is not available.

TANDEM & SMALL GROUP SESSIONS: Are a series of PT sessions within a specific time period that involve two or more persons. Missed session(s), for any reason, will not be added at a later date or refunded.

AGREEMENT EXPIRE DATES: Prepaid Fitness Service Agreements expire in six (6) months from the date of purchase, excluding introductory Fitness Service Agreements, including but not limited to, PT at POS agreements which expire in one (1) month from the date of purchase. Recurring Dues Fitness Service Agreements expire after the final recurring payment has been met.

SESSION EXPIRE DATE: Prepaid (paid in full) Agreement Sessions must be used on or before the Expire Date. Recurring Agreement Sessions must be used on or before the recurring payment cycle is over, and must be paid to be redeemed. Following the Expire Date of the recurring Agreement Sessions, the Client has 30 days to use the last Session.

EFT PT FREQUENCY: EFT PT agreements are billed weekly on the anniversary of your Start Date. Sessions cannot occur prior to payment.

MEMBERSHIP AGREEMENTS: An active membership agreement, in good standing is required to engage in personal training services with us.