

TERMS & CONDITION

1. Introduction

This website is operated by ReformFIT Personal Training Studio (“**ReformFIT**”). The use of our website or digital applications (the “**Apps**”) shall be subject to the following terms, conditions and disclaimers, as amended from time to time (the “**Terms**”) along with our Privacy Policy [INSERT LINK]. Please review the Terms and Privacy Policy carefully and contact us if you require any clarification. The Terms and Privacy Policy apply to all users of our website and Apps, if you do not wish to be bound by these Terms and Privacy Policy, you are not granted authority to use or access our website or Apps or use any of our services.

2. Variation of the Terms and Privacy Policy

We reserve the right to make any modifications to the website or the Apps, including adding, terminating, changing any aspect of them at any time, without notice except for fee change. You agree to review the Terms and Privacy Policy regularly and your continued access or use of our website or Apps will be deemed as your consent to any changes.

3. Products or Services

All purchases through our website or Apps are subject to trainers’ availability and schedule. Prices displayed on our website or Apps are quoted in Canadian dollars although we may accept other methods of payment. Please refer to the specific contract for terms and conditions applied to your purchases.

4. Consumer Protection

Under *Ontario Consumer Protection Act*, You may have a 10-day cooling-off period for pre-paid personal development services starting from the day you are provided with the signed contract. Please be aware that if you review and sign the contract through our website or Apps, the cooling-off period starts when the signed contract is ready for download.

5. Links to Third Party Website

Links to any third-party website is for your easy access. We do not review, endorse, approve or control them and you are accessing them at your own risk.

6. Comments and Submissions

You will be held responsible for the information, feedback, comments and any other Submissions (collectively, the “**Submissions**”) that you post on or through our website or Apps. You agree not to post anything on our website or the Apps that is protected by copyright, trademark or any other proprietary right without the express authorization. You further agree that the Submissions will be accurate and verifiable. At any time, we reserve the right to terminate your ability to post on our

website or the Apps and to remove and/or delete any Submissions that we deem objectionable or offensive.

7. Your Personal Information

Please see our Privacy Policy to learn about how we collect, use, and share your personal information [INSERT LINK].

8. Errors and Omissions

Despite our best effort, our website or Apps may contain typographical errors or inaccuracies and may be incomplete or outdated. We reserve the right to retroactively correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice.

9. Disclaimer and Limitation of Liability

You assume all responsibility and risk with respect to your use of our website and Apps, which are provided “as is” without warranties, representations of any kind, either express or implied, with regard to information accessed from or via our website or Apps.

We do not warrant that information accessed in or through our website or Apps, will be up-to-date, secure, or accurate, and that our website and Apps are free of harmful components. The use of our website is at your sole risk and you assume full responsibility for your use of our website or Apps. We will not be liable for any damages relating to the use of our website or Apps.

10. Class Action Waiver

You will not seek to have the dispute heard as a class action. Dispute resolution will be conducted on an individual basis and not combined with another without the prior written consent of ReformFIT.

11. Indemnification

You agree to defend and/or indemnify us, and hold us harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses etc. arising from, related to or in connection with your use of our website or Apps, your violation of the Terms. You irrevocably authorize us to locate your identification and location by information collected during your use of our website or Apps.

12. Entire Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the use of website or Apps and supersede any prior agreement or oral communications.

13. Waiver

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision or release you from liability. A waiver by us of any default will not constitute a waiver of any subsequent default or release of liability. No waiver by us is effective unless it is signed and communicated to you in writing.

14. Severability

If any of the provisions of the Terms or Privacy Policy are determined to be invalid or unenforceable, such provision will, to that extent, be severed from the remaining Terms or Privacy Policy, the remaining will continue to be valid and enforceable to the fullest extent.

15. Governing Law

Any disputes arising out of or relating to the Terms or Privacy Policy, use of our website or Apps, or our facilities or services offered on through our website or Apps will be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or Privacy Policy or anything other matter related to the use of website or Apps, must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts.