

MEMBERSHIP AGREEMENT

Version 2.0

Pump It 24/7 Fitness & Tanning

Operating Under 697208 NB Inc.

520 Newcastle Blvd, Miramichi NB, E1V 2K4

+1 (506) 622-6000 contact@pumpit.fitness

| | | |
|----------|--|-----------|
| 1 | Intro | 4 |
| 1.1 | <i>Definitions</i> | 4 |
| 1.2 | <i>About this Agreement</i> | 4 |
| 1.3 | <i>Our Responsibilities.....</i> | 4 |
| 2 | Facility, Rights, and Limitations..... | 5 |
| 2.1 | <i>Your Membership Privileges.....</i> | 5 |
| | Gym Privileges | 5 |
| | Tanning Privileges | 5 |
| 2.2 | <i>Access to Facility</i> | 5 |
| 2.3 | <i>Closure of Facility</i> | 5 |
| 2.4 | <i>Independent Contractors & Third Parties.....</i> | 5 |
| 2.5 | <i>Age Limitations</i> | 5 |
| 2.6 | <i>Guests</i> | 6 |
| 2.7 | <i>Rules and Regulations</i> | 6 |
| 2.8 | <i>Reservation of Rights</i> | 6 |
| 3 | Membership Types | 7 |
| 3.1 | <i>Day Passes & Punch Passes.....</i> | 7 |
| 3.2 | <i>Non-Pre-Authorized (PAD) Memberships.....</i> | 8 |
| 3.3 | <i>Pre-Authorized (PAD) Memberships (Bank and Credit Card Auto Payments)</i> | 9 |
| 3.4 | <i>Term of Commitment Period.....</i> | 9 |
| 3.5 | <i>Pre-Authorized Payment Agreement</i> | 9 |
| 4 | Changing, Suspending, or Canceling Your Membership | 10 |
| | <i>Information regarding changes to your membership term.....</i> | 10 |
| 4.1 | <i>Suspending Your Membership.....</i> | 10 |
| 4.2 | <i>Canceling Your Membership</i> | 10 |
| 4.3 | <i>Payment Obligations Absolute.....</i> | 10 |
| 4.4 | <i>Payment Priority</i> | 10 |
| 5 | Communications..... | 11 |
| 5.1 | <i>General Communications.....</i> | 11 |
| 5.2 | <i>Privacy Policy.....</i> | 11 |
| 6 | Liability..... | 12 |
| 6.1 | <i>Release</i> | 12 |
| 6.2 | <i>Warranty.....</i> | 12 |

| | | |
|-----------|---|-----------|
| 7 | Other Provisions | 13 |
| 7.1 | No Verbal Agreements | 13 |
| 7.2 | Assignment by Member | 13 |
| 7.3 | Assignment by Pump It 24/7 Fitness & Tanning..... | 13 |
| 7.4 | Limitation of Damages..... | 13 |
| 7.5 | Severability of Provisions..... | 13 |
| 7.6 | Governing Law | 13 |
| 8 | Schedule “F” | 14 |
| 8.1 | Agreement to Pay | 14 |
| 8.2 | Early Termination Fees..... | 14 |
| 9 | Schedule “D” | 15 |
| 9.1 | Definitions | 15 |
| 9.2 | Regulatory..... | 15 |
| 9.3 | Authorization to Debit Specific Account..... | 15 |
| 9.4 | Amount, Timing or Specified Event/Action | 15 |
| 9.5 | Dishonored Cheque Charge..... | 15 |
| 9.6 | Default | 16 |
| 9.7 | Cancellation of Agreement..... | 16 |
| 9.8 | Renewal..... | 16 |
| 9.9 | Account Information Verification & Changes..... | 16 |
| 9.10 | Recourse Statement | 16 |
| 10 | Schedule “M” | 17 |
| 10.1 | Age Restrictions..... | 17 |
| 10.2 | Release | 17 |
| 10.3 | Acknowledgment of Conditions | 17 |
| 11 | Schedule “P” | 18 |
| 11.1 | Accountability | 18 |
| 11.2 | Personal Information | 18 |
| 11.3 | Aggregate Data..... | 18 |
| 11.4 | Photographs..... | 18 |
| 11.5 | Contacting Us..... | 18 |
| 11.6 | Surveys | 18 |
| 11.7 | Video Surveillance | 19 |

| | | |
|-----------|-----------------------------------|-----------|
| 11.8 | Consent | 19 |
| 11.9 | Retention..... | 19 |
| 11.10 | Identifying Purposes | 19 |
| 11.11 | Communications | 19 |
| 11.12 | Accuracy..... | 20 |
| 11.13 | Third-Party Disclosure..... | 20 |
| 11.14 | In-Gym Wireless Access | 20 |
| 11.15 | Safeguards | 20 |
| 11.16 | Member Access to Information..... | 21 |
| 12 | Schedule “R” | 22 |
| 12.1 | Definitions | 22 |
| 12.2 | Policy | 22 |
| 13 | Change Log | 23 |

1 Intro

1.1 Definitions

In this Agreement and its attached Schedules, “**Pump It 24/7 Fitness and Tanning**” refers to 697208 NB Inc., located at 520 Newcastle Blvd., Miramichi New Brunswick, E1V 2K4.

“**Minor**” or “**Youth**” refers to a person who is under the age of majority in the province of New Brunswick.

“**Member**” refers to the person utilizing the services and products under this agreement.

“**KeyFob**” refers to the device used as a key to unlock restricted areas of the facility.

“**Parent**” or “**Guardian**” refers to the person who has legal custody of a minor or youth, or has the authority to sign and make decisions on their behalf.

“**Term**” refers to the membership period that has been purchased.

“**Commitment Period**” refers to a period in which you are responsible to make payment, if applicable.

“**Unstaffed Hours**” refers to periods of time in which our facility is unstaffed.

“**Fees**” refers to any amounts owed for services, products or account balances that are to be paid by the members.

“**Facility**” refers to the building and its amenities located at the business address.

1.2 About this Agreement

This document (the "Agreement") is legally enforceable. Please read everything carefully. This Agreement may be subject to consumer protection legislation in the province in which the **facility** named above is located. Any waiver or limitation of your rights in this Agreement applies only to the extent permitted by this agreement. This agreement may be updated or modified at any time without notice. An updated copy will be provided within 7 business days of written request.

1.3 Our Responsibilities

By accepting this Membership Agreement, subject to the terms set out in this Membership Agreement, we accept you as a **member** of our business, described as a health, fitness and wellness **facility**. You will have the right during the term to use the facilities and services which you have purchased. Note that some services are only available during hours that the **Facility** is staffed. Please ask our staff for details.

2 Facility, Rights, and Limitations

2.1 Your Membership Privileges

Access to Pump It 24/7's **facility**, including use of a) cardio-vascular equipment, b) non-restricted strength training equipment, c) changeroom facilities and showers (showers may be restricted to staffed hours), d) tanning (where available and subject to restrictions), e) towel service.

Gym Privileges

Gym Privileges provide you access to the following services offered by Pump It 24/7 Fitness and Tanning;

- a) cardio-vascular equipment,
- b) non-restricted strength training equipment,
- c) changeroom facilities and showers (showers may be restricted to staffed hours),
- d) tanning (where available and subject to restrictions),
- e) towel service (subject to availability).

Tanning Privileges

Tanning Privileges provide you access to the following services offered by Pump It 24/7 Fitness and Tanning;

- a) access to tanning beds for a duration determined by a staff member at their sole discretion.

2.2 Access to Facility

Your **KeyFob** provides you access to the gym 24/7, however there are limitations that exists. At any time, for any reason, **KeyFob** access may be restricted or limited. This may apply to all **members** in the event of a building emergency or forced closure. Your individual **KeyFob** access may be restricted for any reason including but not limited to: payment issues, suspension, cancelation of agreement, violation of gym rules, etc.

2.3 Closure of Facility

If the **Facility** is temporarily unavailable for use, your membership may be extended for an equivalent period. If the **facility** becomes permanently unavailable for use you will be sent written notification and details of reimbursement, if any.

2.4 Independent Contractors & Third Parties

The services of independent contractors or third-parties may be available through the **Facility**. These services are not offered by Pump It 24/7 Fitness & Tanning nor do they form part of this Agreement. You must make a separate agreement with an independent contractor if you wish to purchase their services. We do not warrant or guarantee the quality of these services or that they will be continuously available. Please ask our staff for details.

2.5 Age Limitations

If Member is under the age of majority in New Brunswick (a "**Minor**"), Schedule "M" forms part of this Agreement. Members under the age of 19 are not permitted to attend any **Facility** during hours that the **Facility** is unstaffed. Participation in the **facility** is limited to those 14 years of age and older. Other restrictions also apply to **Minor's** use of the **Facility**. Please ask our staff for details.

2.6 Guests

Guest privileges may be available during hours that the **Facility** is staffed and may be subject to a guest policy and payment of guest fees which may change from time to time. It is your responsibility to ensure that your guest complies with this Agreement and with all our Membership Terms & Conditions (Rules). Please ask our staff for details.

2.7 Rules and Regulations

Schedule "R" ("Membership Terms & Conditions") forms part of this Agreement. Our Membership Terms & Conditions or "Rules" may be posted in the **Facility**. They may change from time to time, without notice. The Membership Terms & Conditions are for your benefit and protection and must be complied with by all Members.

2.8 Reservation of Rights

We reserve the right to refuse or cancel any membership without cause, in which event you will be entitled to a refund only of unused prepaid installments (if any). Please note that this is separate from cancellation with cause. We reserve the right at any time to change our hours of operation, and to change the cost of, add, modify and/or eliminate any program, equipment, activity or class of service. We will use our reasonable and best efforts to maintain the existing services at the **facility**. Classes and equipment are available based on sufficient demand.

3 Membership Types

There are different types of memberships offered to you.

3.1 Day Passes & Punch Passes

Day Passes and Punch Passes are available for purchase to access the gym during front desk hours only. These passes allow entry for a set amount of sessions or time depending on the type of pass.

| Punch Pass Type | Punch Pass Terms |
|-------------------------|---|
| Single Tanning Session | Allows access to an available tanning bed for one (1) session. Must be used/redeemed on the day it is purchased. |
| 10 Session Tanning Pass | Allows access to an available tanning bed for ten (10) sessions. |
| 25 Session Tanning Pass | Allows access to an available tanning bed for twentyfive (25) sessions. |
| Single Day Gym Pass | Allows unlimited access to all Gym Privileges until midnight on the day the pass was purchased. |
| 5 Day Gym Punch Pass | Provides five (5) redemptions for unlimited access to all Gym Privileges until midnight on the day the pass was redeemed. |
| 10 Day Gym Punch Pass | Provides ten (10) redemptions for unlimited access to all Gym Privileges until midnight on the day the pass was redeemed. |

All Day Passes & Punch Passes have no expiry date, are non-transferable, and are subject to refusal by a staff member should they suspect that your pass is being misused or has been copied/replicated in any way.

Punch passes are redeemed via punch-card. You must treat your punch-cards like cash. If you lose your punch card, Pump It 24/7 fitness and Tanning is not responsible for replacement.

3.2 Non-Pre-Authorized (PAD) Memberships

Non-Pre-Authorized (PAD) Memberships, sometimes referred to as “Cash Memberships” are memberships that are purchased in advanced (pre-paid) and provided access to the included privileges listed below.

| Membership Description | Membership Terms |
|------------------------|---|
| 1 Week Membership | Provides 1 week of unlimited access to all Gym Privilege from the time the membership is activated. |
| 2 Week Membership | Provides 2 weeks of unlimited access to all Gym Privilege from the time the membership is activated. |
| 1 Month Membership | Provides 1 month of unlimited access to all Gym Privilege from the time the membership is activated. |
| 3 Month Membership | Provides 3 months of unlimited access to all Gym Privilege from the time the membership is activated. |
| 6 Month Membership | Provides 6 months of unlimited access to all Gym Privilege from the time the membership is activated. |
| 1 Year Membership | Provides 365 days of unlimited access to all Gym Privilege from the time the membership is activated. |

3.3 Pre-Authorized (PAD) Memberships (Bank and Credit Card Auto Payments)

Pre-Authorized (PAD) Memberships are memberships that are withdrawn from either a bank account or credit card account on regularly scheduled intervals. These memberships include two sub-types; commitment and non-commitment.

| Membership Description | Membership Terms |
|---------------------------------------|---|
| Unlimited Gym & Tanning | This is a Non-Commitment membership that provides unlimited gym & tanning access. |
| Unlimited Tanning Only | This is a Non-Commitment membership that provides unlimited tanning access. |
| No Commitment Gym | This is a Non-Commitment membership that provides unlimited gym access. |
| 1 Year Commitment Gym | This is a Term membership with a Commitment period that provides unlimited gym access. |
| Student PAD Membership | This is a Non-Commitment membership that provides unlimited gym access, that has been discounted for active students (high school or university). |
| Family Plan Gym Membership | This is a Group Membership that provides unlimited gym access. |
| Couples/Buddies No Commitment PAD | This is a Group Membership that provides unlimited gym access. |
| Couples/Buddies 1 Year Commitment PAD | This is a Group Membership that provides unlimited gym access. |

Pre-Authorized (PAD) Memberships are subject to the terms set in Schedule D (Pre-Authorized Debit Terms & Conditions), which are appended to this agreement.

3.4 Term of Commitment Period

Notwithstanding the Commitment Period specified above, the Term will not commence until the date on which the Home Club named above is open for business (the "Actual Commencement Date"). You will not be required to pay **Fees** until the Term commences. If the Actual Commencement Date is later than the Start Date specified above, this Agreement will expire one (1) year following the Actual Commencement Date.

3.5 Pre-Authorized Payment Agreement

Schedule "D" (the "Payor's Pre-Authorized Debit (PAD) Agreement") forms part of this agreement. If there are any conflicts, inconsistencies or arguments between the Payor's Pre-Authorized Debit (PAD) Agreement and this Agreement, that the Payor's Pre-Authorized Debit (PAD) Agreement will take higher authority and will take precedence.

4 Changing, Suspending, or Canceling Your Membership

Information regarding changes to your membership term.

4.1 Suspending Your Membership

Voluntary suspensions / holds may be for a minimum of 4 weeks / 28 days and no more than 6 months in one calendar year. Voluntary suspensions / holds are applicable to Pre-Authorized (PAD) Memberships only. Note that holds during the Commitment Period will extend the expiry date of the Commitment Period by the length of the hold).

4.2 Canceling Your Membership

You may cancel your membership at any time. In addition to any other cancellation rights set out in this Agreement, after fulfilling the Commitment Period, this Agreement may be canceled by giving us notice at the address set out in this Agreement by any means which allows you to prove the date on which you gave notice, **28 days in advance** of the requested scheduled cancellation. **Any payments that are processed within the 28-day notice period are non-refundable.**

Each Member is responsible for cancellation of his or her membership, notwithstanding that the Member may not be the Payor. Our then-current cancellation **fee** OR termination **fee** (whichever is lower) will apply to cancel any agreement, regardless of the membership type (commitment/non-commitment). Depending on the membership type you have, there may be additional **fees** that must be paid prior to your agreement being canceled. See Schedule F (**Fees**) for more detailed information.

If you are in a Group Membership, all members must agree to cancel/end the term.

4.3 Payment Obligations Absolute

You are obligated to pay us all **Fees** owing or falling due under this Agreement. We will not reduce, discount or cancel your obligation because you do not use the Facility or terminate your agreement early. You agree to pay all owed amounts for any purchases, services or **fees**.

There are no refunds provided for any membership types after membership has been collected.

If payments remain outstanding after 30 days, Pump It 24/7 Fitness & Tanning reserves the right to forward your account balance for collection with a third-party company. Once your account has been forwarded for collections, we will not be able to accept any payment or create any credit amount for your account. All future business will be completed with the collections company directly.

4.4 Payment Priority

We apply all payments in this priority: a) any amounts owing from a previous Membership Agreement; b) any amounts owing for current **Fees** and charges as they become due; c) any account balances (such as purchases or outstanding bills). We reserve the right to collect payments when they are due.

5 Communications

5.1 General Communications

From time to time Pump It 24/7 Fitness & Tanning may contact you directly by posted mail, telephone, mobile text, fax number, or e-mail address to send you renewal or other notices, obtain your feedback on our facilities and services, and of marketing (including telephone and e-mail marketing and automated telephone messages) of goods, services and special offers that may be of interest to you. By signing this Agreement, you consent to receive such communications. You may withdraw your consent for non-mandatory communications at any time by contacting us.

5.2 Privacy Policy

Schedule "P" (the "Pump It 24/7 Fitness & Tanning's Privacy Policy") forms part of this Agreement.

6 Liability

6.1 Release

You acknowledge that there is a risk associated with participating in fitness activities and in exercising. Please raise any concerns about starting an exercise, or fitness program with your physician before using the **Facility** and/or participating in our services. You understand and acknowledge that your use of the showers in the **Facility**, including your use during such time that the **Facility** is not staffed ("Unstaffed Hours") is entirely at your own risk. Your use of the showers at all times is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself or others. You agree on your behalf (and on behalf of your representatives, heirs, estate trustees or assigns) to: a) release, indemnify and discharge Pump It 24/7 Fitness & Tanning, together with its owners, officers, directors, agents, employees or independent contractors (the "Released Persons"), from all claims or causes of action (known or unknown) which you may have arising out of your use of the **Facility** and/or your participation in an exercise program, including, without limitation, use of the showers during Unstaffed Hours, and including, without limitation, those arising out of the negligence of a Released Person; and b) to indemnify and save us harmless from all claims or causes of action (known or unknown) brought against us by any party arising out of your actions, including, without limitation, your negligence, while at the **Facility**, while participating in any programs offered by the **Facility**, whether at the **Facility**, your residence or elsewhere or while making use of the showers, including, without limitation, any use of the showers during Unstaffed Hours. We, Pump It 24/7 Fitness & Tanning, are not responsible for any damage to, loss or theft of your personal property.

6.2 Warranty

We warrant that the services supplied under this Agreement are of reasonably acceptable quality but otherwise make no warranty or guarantee regarding the facilities and services that will be available to you under this Agreement.

7 Other Provisions

7.1 No Verbal Agreements

There are no promises, representations, understandings and/or agreements between us other than this Agreement. Any changes must be in writing, signed by both you and Pump It 24/7 Fitness & Tanning.

7.2 Assignment by Member

This Agreement is personal to you. You may not assign or transfer this Agreement to anyone else. Any attempt to sell, assign, or transfer this Agreement is null and void and may, at our sole option, result in cancellation of your membership immediately without any refund, with applicable penalties responsible to be paid by you. All membership agreements are final and non-transferable unless otherwise set in this agreement.

7.3 Assignment by Pump It 24/7 Fitness & Tanning

We may assign this Agreement to another company or person at our discretion, and the term "Pump It 24/7" includes any assignee, who will have all our rights and powers under this Agreement. If any claims are brought against us under this Agreement after we have assigned it, we reserve the right to raise any defenses available to us under this Agreement.

7.4 Limitation of Damages

Your entitlement to damages, costs or recovery in any claims brought under this Agreement shall not exceed amounts paid by you under this Agreement.

7.5 Severability of Provisions

The provisions of this Agreement are severable. If a court decides that any provision is illegal or unenforceable, the rest of the Agreement is still enforceable. If we choose at any time not to enforce a particular provision, we will still have the right to later enforce such provision.

7.6 Governing Law

This Agreement is governed by the laws of the province of New Brunswick and the laws of Canada applicable therein.

Schedule “F”

Fees & Additional Costs

1.1 Agreement to Pay

You and Payor agree to pay us all **Fees** when due. We will provide you with at least thirty (30) days notice (the "Notice Period") of any change in your regular reoccurring **Fees** by sending you a notice in writing at the last address or e-mail address provided by you to us. You may terminate this Agreement at any time during the Notice Period. If you do not terminate this Agreement within the Notice Period you will be deemed to have accepted the change in **Fees**. All government taxes are in addition to any posted price, and will be automatically added to all payments. We reserve the right to charge extra for any new or additional services or purchases. You may be required to complete a written change agreement if you wish to use new services or equipment for which extra charges apply.

1.2 Early Termination Fees

Early Termination **Fees** apply to all memberships that are less than one (1) year old. The **fee** structure is as follows:

| | |
|-------------------------------|--|
| | |
| Pre-Authorized Commitment | The early termination fee applies 24-hours after the agreement is signed, or 12:01 am AT on the agreement Start Date, whichever is later. The termination fee is \$400 or the total monthly payment multiplied by the remaining months in the term, whichever is less. |
| Pre-Authorized Non-Commitment | The early termination fee applies 24-hours after the agreement is signed, or 12:01 am AT on the agreement Start Date, whichever is later. For memberships less than 3 months old, the total monthly payment multiplied by the difference of months paid and 3. For membership older than 3 months but less than 1 year, the cancelation fee is \$25. For memberships older than 1 year, there is no cancelation fee . |
| Non-Pre-Authorized (Cash) | There is no cancelation fee for Non-Pre-Authorized (Cash) memberships. |

Schedule "D"

Pre-Authorized Debit Terms & Conditions

You ("Payor") agree to pay all sums, **fees**, and charges specified in this Agreement (the "**Fees**") biweekly/monthly and authorizes Pump It 24/7 Fitness & Tanning to present transactions for payment against Payor's account. In consideration of Pump It 24/7 Fitness & Tanning acting as directed, Payor agrees that Pump It 24/7 Fitness & Tanning's treatment of each payment and our rights to it, shall be the same as if it were personally signed by Payor if more than one. The pre-authorized payment shall be drawn on Payor's account to cover all **Fees** including membership **fees**. The payor may revoke this authorization at any time subject to providing Pump It 24/7 Fitness & Tanning not less than thirty (30) days written notice. Member is responsible for all **Fees** payable after the effective date of Payor's revocation. The payor has certain recourse rights if any debit does not comply with this Agreement. For example, Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD (Pre-Approved Debit) Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca You agree that the first preauthorized payment may occur less than 15 days from the start of this agreement.

1.1 Definitions

In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below. In this Agreement, "Pump It 24/7 Fitness and Tanning" or "Payee" refers to 697208 NB Inc., located at 520 Newcastle Blvd., Miramichi New Brunswick, E1V 2K4.

1.2 Regulatory

This agreement contains all mandatory elements found in Appendix II of Rule H1: Pre-Authorized Debits (PADs) of the Automated Clearing Settlement System (ACSS) Rules and Standards set out by Payments Canada: mandated and governed by the Canadian Payments Act (R.S.C., 1985, c. C-21). For more information visit: <https://laws-lois.justice.gc.ca/eng/acts/C-21/>

1.3 Authorization to Debit Specific Account

I/we authorize Pump It 24/7 Fitness & Tanning, and the financial institution designated (or any other financial institution the payee may authorize at any time) to begin deductions as per my/our instructions for regular recurring payments and/or one-time payments from time to time (ex: adjustments), for payment of all charges arising under my/our Pump It 24/7 Fitness & Tanning account(s), including unpaid products & services.

1.4 Amount, Timing or Specified Event/Action

Regular payments for the full amount of services delivered will be debited to my/our specified account on the day specified in this agreement. I/we understand that Pump It 24/7 Fitness & Tanning will NOT provide written notice of the amount of each REGULAR debit. Pump It 24/7 Fitness & Tanning will obtain my/our authorization for any other one-time or sporadic debits.

1.5 Dishonored Cheque Charge

Declined payments and any late charges will be automatically charged to the Payor's bank account set in this agreement. We will apply an administration **fee** of \$25.00 or the maximum amount permitted by law, including our costs and expenses, whichever is less, for EACH returned payment. You agree to allow these payment to be withdrawn from your account at any time to clear the balance of your account, without notice.

1.6 Default

If you breach any terms and conditions of this Agreement, or if you do not pay an installment when due, you will be in default. Where you are in default of an installment, we may assess a late charge of \$25.00, send your account to a collection agency and/or immediately cancel your membership and keep any amounts you have paid to us. If we later agree to accept payment from you and reinstate your membership you must still fulfill all your remaining responsibilities under this Agreement and we may require you to pay any legal and/or collection **fees** and charges incurred by us in collecting your overdue payments from you.

1.7 Cancellation of Agreement

This authority is to remain in effect until Pump It 24/7 Fitness & Tanning has received written notification from me/us of its change or termination. This notification must be received at least twenty-eight (28) business days before the next debit is scheduled at the address provided above. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.payments.ca.

Pump It 24/7 Fitness & Tanning may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

1.8 Renewal

This Agreement commences on the "start date" and expires on the "expiry date" (collectively, the "Commitment Period"). Immediately following the expiry date, this Agreement will renew as a contract of successive monthly renewals, which you may terminate on one month's notice. On renewal, Pump It 24/7 Fitness & Tanning may continue to charge the Payor's account every 2 weeks/monthly for all **Fees**, including any applicable increases.

1.9 Account Information Verification & Changes

I/we certify that all information provided concerning the Account is accurate. I/we are required to give written notice to the Payee of any change concerning the account against which it has designated PADs to be drawn.

1.10 Recourse Statement

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.payments.ca

Schedule “M”

Minor/Youth’s Terms & Conditions

1.1 Age Restrictions

Per federal legislation and guidelines, **members** under the age of 19 (**Minors**) are not permitted to attend any **Facility** during hours that the **Facility** is unstaffed. I’m a **member** who is under the age of 19 access the facility outside of staffed hours Pump It 24/7 is not liable or responsible.

Participation in the **facility** is limited to those 14 years of age and older. If the **member** is under the age of 16 they will require direct supervision while in the **facility**. Failure of the parent or guardian to successfully supervise the **member** under the age of sixteen may result in the **youth’s** membership privileges (see Membership Agreement) being revoked or restricted without refund.

1.2 Release

The parent/guardian acknowledges that there is a risk associated with a **minor** participating in fitness activities and in exercising. The parent/guardian agrees on their behalf (and on behalf of their representatives, heirs, estate trustees or assigns) to: a) release, indemnify and discharge Pump It 24/7 Fitness & Tanning, together with its owners, officers, directors, agents, employees or independent contractors (the "Released Persons"), from all claims or causes of action (known or unknown) which the person they are signing on behalf of (the **youth/minor**) may have to arise out of the use of the **Facility** and/or the **minor/youth’s** participation in an exercise program, including, without limitation, those arising out of the negligence of a Released Person; and b) to indemnify and save us harmless from all claims or causes of action (known or unknown) brought against us by any party arising out of your actions, including, without limitation, your negligence, while at the **Facility**, while participating in any programs offered by the **Facility**, whether at the **Facility**, your residence or elsewhere. We, Pump It 24/7 Fitness & Tanning, are not responsible for any damage to, loss or theft of your personal property or the personal property of the person you are signing on behalf of.

1.3 Acknowledgment of Conditions

You acknowledge the following conditions the agreement:

The **member** has completed a physical exam with their doctor and has been approved to safely participate in a fitness regime.

The **member** agrees to notify us of any health condition that could affect their ability to safely workout and will provide the gym with doctor's clearance.

The **member** agrees to participate in a demonstration of the equipment from a certified staff member before using it and always have an adult nearby to spot or supervise weightlifting.

The **member** agrees to follow good practices for safe exercise, which includes warming up for 10 to 15 minutes before exercising and cooling down after the workout.

The **member** agrees to abide by all conditions set in the Membership Agreement and to abide by staff instructions, if applicable.

Schedule “P”

Privacy Policy

1.1 Accountability

Pump It 24/7 Fitness & Tanning is responsible for your personal information under its control.

1.2 Personal Information

Personal information is information about you as an individual and includes information that identifies you and that can be used to contact you. This includes such information as your name, birth date, e-mail address, mailing address, telephone number, banking information, credit card number, and the like. It may also include information about your health and fitness levels and goals, if you have communicated these to us. We also collect data about the services that you purchase from us, the frequency of your visits to our **facility** and about the specific equipment, classes, and services that you take advantage of, so that we may constantly strive to offer you the best range of fitness options. If you have a Business Membership, we will collect the name of the business that you work for or have a membership with.

1.3 Aggregate Data

We may also combine your personal information with that of other individuals to create aggregate data which we will use, for example, to improve our products and services and develop new ones. Aggregate data is general information about groups of customers but not about you as an individual. We may also disclose aggregated **member** data to be used in academic research (e.g., exercise adherence), provided, however, your data will never be individually identified or identifiable in reports of the research findings; only aggregated data (group averages) will be presented.

1.4 Photographs

In the interest of security and prevention of crime, we may take a digital photograph of you when you become a **member**. We will use that photograph to verify your identity when you attend our **facility**. If you don't wish to provide your photograph, you may decline, and you may ask us to delete your photograph at a later date. If we do not have your photograph on your member profile, we may ask you to provide identification to verify your identity when you attend our facility. Your photograph will be deleted when your membership is terminated in our systems.

1.5 Contacting Us

Pump It 24/7 Fitness & Tanning wants to hear from our **members** regarding any issues or comments they may have concerning their memberships or any services offered by our **facility**. When you contact us, by post, telephone, fax, email, SMS, live chat, through our website or social media, we collect the information that you disclose to us. This may include details such as your name, address, telephone, fax, email, and phone number, as well as your questions, inquiries, comments, complaints or requests. If you correspond with us through any media, we may keep a record of that correspondence.

1.6 Surveys

From time to time, we may ask you to complete surveys that we use for research purposes and which we will use, for example, to improve our products and services and develop new ones. We will collect the information that you provide if you respond, however you are under no obligation to respond to them.

1.7 Video Surveillance

We use video surveillance in our **facility** to protect the rights, property, and safety of Pump It 24/7, our employees, **members**, and others.

1.8 Consent

Your knowledge and consent are required for the collection, use, or disclosure of your personal information. When you become a **member** of Pump It 24/7 Fitness & Tanning, you consent to the use of your personal information for the purposes listed above. You may refuse or withdraw your consent at any time; however, we may not then be able to provide you with our full range of services. We will advise you when you refuse or withdraw your consent from the impact that will have on what we can provide. For information on withdrawing your consent, please contact us (see below).

1.9 Retention

We will only retain your personal information as long as is necessary for the fulfillment of the purposes for which it was collected or as required by law. Personal information is securely stored until it is no longer required, after which it is anonymized or destroyed.

1.10 Identifying Purposes

We will not use or disclose your personal information for any purpose other than those for which it was collected, except with your consent or as required or authorized by law.

Pump It 24/7 Fitness & Tanning collects personal information for the following purposes:

- ☐ to understand your fitness and other related needs and objectives and to assist you in achieving them,
- ☐ to determine your eligibility for membership and for receiving our products and services,
- ☐ to provide you with a copy of your membership contract and other related agreements,
- ☐ to process your membership payments and to ensure that your account remains up-to-date,
- ☐ to invite you to participate in member surveys or other opinion-gathering devices that assist us in making our **facility** more responsive to your needs,
- ☐ to inform you of various matters relating to your membership,
- ☐ to send you newsletters and other information about our products and services that we believe may be of interest to you,
- ☐ to conduct contests, prize draws, competitions and other special promotions,
- ☐ to protect against harm to the rights, property, and safety of Pump It 24/7 Fitness & Tanning, our employees, **members**, and others.

1.11 Communications

Pump It 24/7 Fitness & Tanning may ask you for contact information such as your telephone, mobile or fax number or e-mail address, and keep and use this information so that we may contact you directly through these channels for marketing (including telephone and e-mail marketing and automated telephone messages) of goods, services and special offers that may be of interest to you. Your consent to this is not a condition of your membership with Pump It 24/7 Fitness & Tanning and you may withdraw it at any time (see below).

1.12 Accuracy

Pump It 24/7 Fitness & Tanning strives to maintain the accuracy and completeness of your personal information. You may ask us to delete or correct the information contained in your file. Doing so may result in losing access to some or all of our services.

1.13 Third-Party Disclosure

Pump It 24/7 Fitness & Tanning is not in the business of selling **member** information to others. We do contract with trusted companies to act on our behalf to fulfill certain functions. We may use third-party service providers to process or handle personal information on our behalf and to assist us with various services such as data processing, printing, mail distribution, content, advertising, data analytics, and marketing. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities per the law of these jurisdictions. We will take steps to ensure that such parties adhere to our policy concerning the protection of your personal information.

Except as set out in this policy or as required or permitted by law, Pump It 24/7 Fitness & Tanning will not sell or disclose any of your personal information to any other organization or transmit personal information to third parties without first obtaining your consent. Pump It 24/7 Fitness & Tanning may, however, disclose information in the following cases:

- ☐ to enforce or apply our membership agreements
- ☐ to protect the rights, property or safety of Pump It 24/7 Fitness & Tanning, our employees, our **members**, and others
- ☐ to comply with a subpoena, warrant or order
- ☐ to the police force, if required by law
- ☐ to a person authorized by a law or collective agreement
- ☐ to an investigative body or government institution which can oblige us to do so
- ☐ in emergency situations in which we believe that the life, health or safety of a **member** or another person may be in danger
- ☐ to an agent retained by Pump It 24/7 Fitness & Tanning in connection with the collection of your account
- ☐ if all or a part of our business is sold, we may transfer information we have about you in preparation for or as part of completing that transaction.

1.14 In-Gym Wireless Access

As a convenience to our **members**, wireless internet access is provided in our **facility**. Any such in-gym wireless access is provided by Rogers Communications. We are not responsible for our wireless internet provider's privacy, information, or other practices. By accessing such services, you agree to any applicable terms of use, which will be provided to you when you connect to the wireless internet service. When you access our in-gym wi-fi we may collect the unique identifier of the device you use to access the wi-fi and the internet domains that you visit. We use this information to identify issues with our network and to troubleshoot problems with the wi-fi. We may use aggregated information for marketing research and planning, which aggregated information will not identify and is not associated with you or any other user of our in-gym wireless internet.

1.15 Safeguards

Your personal information is secure within Pump It 24/7 Fitness & Tanning. We have comprehensive security controls to protect against unauthorized access, use, alteration, duplication, destruction, or

disclosure. We protect your personal information by using safeguards that are appropriate to the sensitivity of the information. Each of our employees is responsible for maintaining the confidentiality and security of all personal information to which they have access. We keep our employees informed about our policies and procedures for protecting personal information. Our employees are required to sign agreements to keep your personal information confidential.

1.16 Member Access to Information

Our management will accept your order to fulfill requests for access to information in your file or to answer any questions or address any concerns individuals may have about privacy. In addition to answering inquiries, the Management Team is also responsible for ensuring that the Policy requirements and related procedures are being met.

All inquiries or complaints regarding privacy should be directed in writing to the Pump It 24/7 Fitness & Tanning Management Team by mail, or e-mail at the addresses below. All inquiries will be responded to within thirty (30) days from the date on which the Pump It 24/7 Fitness & Tanning Management Team has received the inquiry. Pump It 24/7 Fitness & Tanning Fitness can refuse access to a file in certain circumstances.

Schedule “R”

Membership Terms & Conditions

1.1 Definitions

In this Agreement (“Schedule”), “member”, “**youth**” and “**minor**” refers to the account holder who is under the age of majority in the province of New Brunswick. In this Schedule “parent”, “guardian”, and “signor” refer to the parent or guardian who is responsible for, and who has the signing authority for, the **minor**. In this Schedule “Pump It 24/7 Fitness and Tanning” refers to 697208 NB Inc., located at 520 Newcastle Blvd., Miramichi New Brunswick, E1V 2K4.

1.2 Policy

We reserve the right to cancel or suspend your membership, without refund, if you a) fail to abide by the Rules or breach the terms of this Agreement, b) cause a nuisance or disturbance, c) commit any illegal or immoral acts, or d) if we feel that your actions may endanger yourself or others. If your membership is suspended, your obligation to make payments under this Agreement will be suspended for the duration of your membership suspension. We do not allow any business activity or solicitation at the **Facility**. In particular solicitation of any business competitive with our business (including personal trainer services) is strictly prohibited. You agree to pay us any revenues received by you if you violate this policy (plus any legal **fees** and court costs we may incur to enforce such policy).

Change Log

Jan 2019 – Final public version of membership agreement is created

October 2019 – Added information for commitment periods

October 2023 (version 2.0) bi-annual reevaluation:

- ☐ Change definitions to include more terms and to make the layout of the section easier to read.
- ☐ Removed fitness classes.
- ☐ Changed cancelation fee.
- ☐ Added more detail for each membership and membership type.
- ☐ Added information about KeyFob access.
- ☐ Rearranged sections to be more clear.
- ☐ Added information regarding KeyFob access limitations.