

## **TERMS AND CONDITIONS\_NAUTILUS PLUS\_3MONTHMEMBERSHIP FROM 129\$\_2019**

### **1. ACCESS**

From the membership date, the CONSUMER presents himself in the center with a membership card or a temporary membership card in place thereof which allows the CONSUMER to benefit from all the services, as indicated above, subject to the MERCHANT'S capability to offer said services and the rules and regulations regarding these same services. This membership is valid in any of the MERCHANT'S centers located in the province of Quebec.

### **2. METHODS OF PAYMENT**

The undersigned, as a payer, authorizes, by these presents, Nautilus Plus and the financial institution to pay and to debit the bank account of the undersigned, the periodic payments such as stipulated in clause 4 of the contract, which bank account will be maintained in the branch of the financial institution identified by the cheque or credit card specimen of the undersigned. The financial institution is authorized to credit Nautilus Plus and debit the undersigned with respect to all of the cheques which will be presented by Nautilus Plus on behalf of the undersigned and which are payable to the order of Nautilus Plus and presented for payment and to pay and debit the said bank account for all Visa, MasterCard or American Express charges or debit notes by electronic inscription which are payable to the order of Nautilus Plus. Any remittance under the present authorization is deemed to be made by the undersigned and any amendments or modifications shall be transmitted to Nautilus Plus. A new form authorizing payment must be completed and signed by the undersigned for any modification or change. The undersigned can revoke this authorization for payment at any time, on sending a 30 days prior written notice to Nautilus Plus, it being necessarily understood that such revocation shall not affect in any way the responsibility of the undersigned for payments due under the contract, but rather shall only affect the mode of payment. The undersigned has certain recourses if a debit is not in compliance with the present agreement. For example, the undersigned is entitled to receive a refund of any debit which is not authorized or is not compatible with the present authorization. To obtain an example of the cancellation form or for more information on the right to cancel the authorization for payment ( DPA) or your rights and recourses with respect thereto, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). Also, any modification to the provincial or federal sales tax during the term of the present contract and for all renewals will be applied according to the periodic payment of the membership.

### **3. DURATION OF THE CONTRACT**

The duration of the present contract is for three (3) months from the membership date, corresponding to date of purchase. For supplementary services, the duration of the contract for the program(s) is based on the description of one or several programs indicated in the « SUPPLEMENTARY SERVICES AND OTHER FEES » section and is calculated as of the date of the beginning of the services. Should the term of the program and /or supervised service package have expired and the CONSUMER not have used all services purchased, the MERCHANT will leave all remaining supervised service sessions in the CONSUMER'S file. The CONSUMER will be able to use any remaining supervised service sessions as long as the CONSUMER keeps an active membership. If, upon expiration or non renewal of contract, the CONSUMER has not used all services related to supervised sessions and/or supplementary services, the MERCHANT will grant the CONSUMER the non-member privilege to access all training areas (excluding group cycling classes) for each unused session left on the CONSUMER'S file and this for a fee of \$15 plus applicable taxes per session.

### **4. RESPONSIBILITY**

The CONSUMER acknowledges that all sports activities or physical training which he/she may carry out, the participation in any of the activities offered by the MERCHANT, the use of any of the equipment, services, training areas of the MERCHANT are entirely at his/her own risk. Consequently, the CONSUMER does hereby release and grant a full, final, complete and definitive discharge to the MERCHANT and to its representatives, employees, shareholders, directors, officers, management, agents, representative, insurers, heirs, executors, successors and assigns or to any other person for whom the MERCHANT is responsible, from all liability, demand, cause of action, claim, recourse, action, conflict, dispute and/or pursuits of any kind or nature whatsoever, in law or in equity, present or future, resulting directly or indirectly from the use of any of the services or equipment provided for in the present contract or otherwise from the participation in any of the sports activities or physical training offered by the MERCHANT, renouncing to such a demand, cause of action, claim, recourse, action, conflict, dispute and/or pursuit, save in the event of the personal act of the MERCHANT or its representative and for which the onus falls upon the CONSUMER.

### **5. INTERPRETATION**

The CONSUMER hereby agrees to acknowledge, understand and comply with all Rules and Regulations posted on our internet site. ([www.nautilusplus.com/rules-regulations](http://www.nautilusplus.com/rules-regulations)) The CONSUMER understands and accepts that violation of any rule and/or regulation may result in the annulment of the present contract. The membership card of the CONSUMER remains the property of the MERCHANT at all times. No right or privilege pertaining to the present contract is transferable to whomever or in any manner whatsoever. For supervised service sessions, the CONSUMER understands and accepts that any violation of said rules and regulations may result in additional charges or the annulment of any and all remaining supervised service sessions. All supervised program sessions and/or supervised service package sessions purchased and registered in the CONSUMER's file are neither transferable nor refundable to whomever and for whatever reason. The CONSUMER remains the sole owner of all supervised services purchased.

#### **6. CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT**

The CONSUMER may cancel this contract without charge or penalty before the MERCHANT has begun the performance of his principal obligation by sending the form attached to the contract or another notice in writing for that purpose to the MERCHANT.

If the MERCHANT has begun to perform his principal obligation, the CONSUMER may cancel this contract within a time period equal to **1/10** the duration prescribed in this contract by sending the form attached to the contract another notice in writing for that purpose to the MERCHANT. Such a time period shall begin at the time the MERCHANT begins to perform his principal obligation. In that case, the MERCHANT may not claim from the CONSUMER payment of any sum greater than **1/10** the total cost prescribed in the contract.

The contract is cancelled, without further formality, upon the sending of the form or notice.

Within ten (**10**) days following the cancellation of this contract, the MERCHANT must remit to the CONSUMER the money he owes him.

It is in the CONSUMER'S interest to refer to sections **197** to **205** of the Consumer Protection Act R.S.Q. c. P-40.1 and, where necessary, to communicate with the "Office de la Protection du Consommateur".

#### **7. CLAUSE REQUIRED UNDER THE PROTECTION OF PERSONAL INFORMATION ACT**

The personal information that you supply and that we gather with regards to our services are kept in a file known as the "Client File". The authorized employees at your center and employees of the finance department at the head office of the company have the right of access to your file. Authorized mandataries or agents of Nautilus Plus also have access to your file regarding the performance of a contract concluded between us. All files are kept at the centers and/or at the head office of the company. Unless restricted by Law, you have the right to access and modify the personal information in your file. If you wish to do so, you are invited to send your written request to the above mentioned address. In order to help us maintain and ensure that the personal information in your file is up-to-date and accurate, you must inform us of any change without delay. Notwithstanding the foregoing, in cases where the member makes payment of his/her membership by credit card and the credit card is lost, stolen or expires during the term of the present contract or any renewal thereof, Nautilus Plus is hereby expressly authorized by the member to contact the financial institution that issued the credit card in order to update the information necessary to enable the fulfillment of the financial obligations under the contract.