

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE MONITORING SERVICES - Nautilus Plus

Nautilus Plus Inc., having its head office at 3550 1re Rue, St-Hubert (Québec), J3Y 8Y5, Canada, offers online functionalities, products and services to people ("you") that visit or shop through its website.

By purchasing online monitoring sessions (the "Service(s)") through the Nautilus Plus website, nautilusplus.com, or through the Ultime Fit website, ultimefit.com (the "Site"), you agree to adhere to conditions herein for the purchase of online monitoring services (the "Purchase Conditions"), the Site Terms and Conditions of Use (the "Conditions of Use") and the Privacy Policy.

1. Eligibility

You must have reached the age of majority in the jurisdiction where you are domiciled in order to complete all orders through the Site ("Order") or to use the Service. By placing any Order or using the Service, you represent and warrant that you have the right, authority and ability to comply with all of the Purchase Conditions.

2. Order

Before accepting or processing an Order, Nautilus Plus may also request additional information. As soon as your Order is received, we will send you a confirmation by email as well as a copy of the contract (if the purchase is made online). Nautilus Plus reserves the right, at any time after receiving your Order, to accept or decline your Order for any serious reason. Nautilus Plus undertakes not to debit your credit card in the event of an order cancellation. When ordering, you must choose a date for your first online session. The reservation of any subsequent session, if any, is made through our Site. The availability of time slots for the online monitoring service depends on the availability of the professionals.

3. Payment terms (if the purchase is made online)

You authorize Nautilus Plus to invoice your account as soon as you complete your Order. Your credit card is debited upon completion of the online transaction. If the Services selected include multiple sessions totaling less than \$ 100, your credit card will be charged one (1) time. If the selected Services include several sessions totaling \$ 100 or more, your credit card will be debited in two (2) nearly equal payments, a first payment upon completion of the transaction and a second and last payment, 30 days after the purchase date (transaction date).

The Site accepts payment by credit card only. The following types of credit cards are accepted: VISA and MASTERCARD.

4. Place of execution and terms of use for software

Each session takes place through the Nautilus Plus training and nutrition monitoring platform (powered by Hexfit) and at the location that is best suited for you.

Use of the Service requires an Internet connection, and either a computer (or laptop) equipped with a camera and Google Chrome or Safari browser, or an Android-branded tablet with Google Chrome browser, or an Apple-branded tablet (iPad 2 or a more recent model) with Safari browser. These prerequisites must be verified and respected before completing an Order on the Site.

5. Cancellation, absence or late policy

Please advise at least 24 hours in advance if you wish to cancel or postpone an online session, by communicating with us by email at the following address: servicesenligne@nautilusplus.com. A confirmation by email will be sent once the request is processed.

Any cancellation of an appointment must be made 24 hours in advance. Clients who do not respect the cancellation deadline will lose the value of the session purchased. Clients who fail to respect the cancellation deadline but wish to use the session at a later date, may do so by paying the appointment buy-back fee (between \$ 10 and 75 \$ plus taxes) depending on the type of service chosen.

Five (5) minutes before the start of the online monitoring session, Nautilus Plus will send you an email with a web link. You will only have to click on the link to start the session at the scheduled time. If you are absent from your online monitoring session, the session will take place without you. If you are late for your online monitoring session, the session will start when you arrive but will end at the time originally scheduled.

Purchases are neither transferable nor refundable.

The administrative file must be completed before holding the first session.

6. Privacy

We attach great importance to ensuring the confidentiality of the personal information provided to us. We also believe that it is essential to inform you about how we process your data. We therefore invite you to carefully read our privacy policy ("Privacy Policy").

7. Your account

By using the Service, you are responsible for ensuring the confidentiality of your account and password and for limiting access to your computer. You also agree to assume responsibility for all transactions made in your account when using your password. Nautilus Plus reserves the right to refuse to serve a client or to close an account, for any serious reason.

8. Electronic communications

When you send us emails, you are communicating with us electronically. You therefore consent to receive communications from us electronically.

8.1. E-mail communications consent

"I consent to communicating with my nutritionist and to having my nutritionist communicate with me via electronic messaging (e-mail) personal information related to my health and the content of my nutrition interventions.

E-mail has many advantages, but it can also expose you to certain risks, such as information theft. The e-mails we exchange may contain sensitive information, such as your lifestyle, medical and personal details. Please be aware that the security and confidentiality of e-mail communication cannot be guaranteed, although measures are taken to minimize these risks. It is therefore preferable to keep e-mail exchanges to an absolute minimum.

By giving my consent, I understand and accept the risks associated with using e-mail to transmit personal information. Consent to e-mail communication may be withdrawn at any time.

If you are not comfortable using e-mail as a means of communication, we recommend that you use the instant messaging feature available through the Nautilus Plus Application, which is a reliable form of secure messaging. It's also advisable to call your nearest club directly by telephone to make an appointment/obtain information on nutrition services."

9. Termination

Nautilus Plus may, for any serious reason, terminate the Services.

10. Liability

You acknowledge that your participation in sports or physical fitness activities, your participation in one or other of the activities offered by Nautilus Plus and your use of the Services or the Site involve inherent risks and are therefore performed entirely at your own risk. Consequently, you hereby release and grant a full, final, complete and definitive discharge to Nautilus Plus, its representatives, employees, shareholders, management, officers, directors, agents, trustees, insurers, executors, successors and any other person for whom Nautilus Plus is responsible. Claims include, but are not limited to, demands, causes of action, claims, recourse, actions, variances, disputes and/or lawsuits of any kind whatsoever, in law or in equity, present or future, resulting directly or indirectly from the use of any of the Services or, from the Site or, otherwise, from the participation in any of the sporting or physical conditioning activities offered by Nautilus Plus through the Site; renouncing to such a demand, cause of action, claim, recourse, action, variance, dispute and/or lawsuit, save in the event of the personal acts of Nautilus Plus or its representatives and for which the onus falls upon you.

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