

TERMS AND CONDITIONS_NAUTILUS PLUS_ANNUAL BOOMERANG MEMBERSHIP

1. SELECTED SERVICES

The Annual Boomerang Membership is valid at any one of the MERCHANT's branches located in Quebec.

SERVICES

Access to the following facilities and services is included: cardiovascular training area, strength training area, group class area, racquetball and squash when available, and the Nautilus Plus mobile application. One (1) initial consultation session with a personal trainer or a nutritionist is also included.

2. ACCESS

On the membership start date, the MERCHANT will provide the CONSUMER with a temporary receipt, allowing the latter to benefit from all selected services, subject to the MERCHANT's ability to offer them, as well as the applicable usage regulations. Access to Nautilus Plus branches depends on the type of membership chosen LOCAL Membership: access to a single branch (or certain branches, as specified). NETWORK Membership: access to all branches within the network.

3. COST OF SERVICES

The cost of services is \$773.50 plus GST and QST for individuals aged 26 to 64. The cost of services is \$643.50 plus GST and QST for individuals aged 25 and under, and for those aged 65 and over. Any CONSUMER who enrolls in the BOOMERANG membership will receive a rebate of \$1 plus taxes for each training session of at least 30 minutes completed at any of the MERCHANT's branches during the term of this contract. Only one participation per day may be counted. In the case of a membership paid in bi-weekly installments, if the CONSUMER accumulates a rebate amount greater than the value of their periodic installment, the CONSUMER may apply this amount to discount their next installment via the MERCHANT's website. In the case of a membership paid in two equal installments, the rebate amount accumulated by the CONSUMER during the period covered by the first installment may be applied to reduce the amount of the second installment, by visiting a branch to make the request. Any rebate amount accumulated during the period covered by the second installment may be applied toward the purchase of coaching services, ZÉRODIÈTE food products, or Boutique items. The CONSUMER must speak with a branch staff member to complete the transaction. Upon expiration of the membership, the CONSUMER will retain the balance of the rebates, which may be applied toward the purchase of the MERCHANT's products and services. It is understood that the CONSUMER's account with the MERCHANT must be in good standing in order to benefit from any rebate amount.

4. TERM OF CONTRACT

The term of this contract is fifty-two (52) weeks from the membership start date. In addition, the MERCHANT offers the CONSUMER the option to renew the membership annually, for the same term and under the same conditions, subject to applicable tax changes at the time of renewal. However, if the CONSUMER received a discount or credit at the time of enrollment, it is understood that such discount or credit applies only to the periodic payments during the original term of the contract, and will not apply to subsequent renewals. If, at the time of renewal, the service rates are modified, whether increased or decreased, the MERCHANT will inform the CONSUMER by means of a new renewal offer. If the CONSUMER accepts the new rate conditions, the CONSUMER must

sign a new contract for the same term. The MERCHANT will send the CONSUMER, between the 40th and 48th week of the period covered by this contract (or any renewal thereof), a renewal option notice to renew the membership for the selected services only. The CONSUMER must exercise the renewal option by returning the notice to the MERCHANT, which must be received no later than the expiration date of the present contract or any renewal thereof. For coaching services, the contract duration is based on the description of the program(s) listed in the section **<COACHING SERVICES AND OTHER FEES>** of the contract and calculated from the service start date. If, at the expiration date of the program and/or coaching package, the CONSUMER has not used all coaching sessions, the MERCHANT will keep the unused coaching sessions in the member's file. The CONSUMER may use the remaining coaching sessions as long as the membership remains active. If, at the expiration or non-renewal of the membership, the CONSUMER has not used all their coaching sessions, the MERCHANT will grant the CONSUMER the privilege, for each unused coaching session left in their file, to access the training facilities (excluding group cycling) in order to use the session, subject to a guest fee of \$15 plus applicable provincial and federal taxes per session, given the CONSUMER's status as a **NON-MEMBER**. For any subsequent renewal of coaching services, the CONSUMER may use such services by paying the applicable rates in effect at the time of purchase. Starting at age twenty-six (26), a CONSUMER who subscribed to a Boomerang membership at age twenty-five (25) or younger, and who renews their membership for the same term, will see their rate conditions increased according to the pricing then in effect.

5. LIABILITY

The CONSUMER acknowledges that all sports or fitness activities they may perform, participation in any of the activities offered by the MERCHANT, and the use of any of the MERCHANT's equipment, services, or training areas involve inherent risks, and that such activities are therefore entirely at their own risk. Accordingly, the CONSUMER releases, discharges, and provides a full, final, and definitive release to the MERCHANT and its representatives, employees, shareholders, directors, officers, managers, agents, delegates, staff, insurers, successors, and any other person for whom the MERCHANT is responsible, from any demand, cause of action, claim, recourse, dispute, and/or lawsuit, of any kind whatsoever, whether in law or equity, present or future, directly or indirectly related to the use of any of the services or equipment provided under this contract or otherwise to participation in any sports or fitness activity offered by the MERCHANT. The CONSUMER waives any such demand, cause of action, claim, recourse, dispute, and/or lawsuit, except in the case of personal fault by the MERCHANT or its representative, the burden of proof resting on the CONSUMER.

6. INTERPRETATION

The CONSUMER hereby agrees to comply with the rules and procedures of Nautilus Plus Inc., as posted on the Nautilus Plus website (www.nautilusplus.com/en/rules-procedures). The CONSUMER understands and accepts that violation of said rules and/or procedures may result in termination of this agreement. The CONSUMER's membership card remains the property of the MERCHANT and neither the card, nor any right or privilege arising from this contract, may be transferred to anyone in any manner whatsoever. For related services, the CONSUMER understands and accepts that violation of said rules and procedures may result in additional fees or the complete loss of one or more coaching sessions. All coaching sessions included in a

program and/or coaching package purchased and recorded in the CONSUMER's file are neither transferable nor refundable to anyone, for any reason whatsoever. The CONSUMER remains the sole holder of all coaching sessions.

7. STATEMENT REQUIRED BY THE CONSUMER PROTECTION ACT

The CONSUMER may cancel this contract without cost or penalty before the MERCHANT has begun performing their principal obligation, by sending the attached form or another written notice to that effect to the MERCHANT. If the MERCHANT has begun performing their principal obligation, the CONSUMER may cancel this contract within a period equal to 1/10 of the term provided for in this contract, by sending the attached form or another written notice to that effect to the MERCHANT. This period begins when the MERCHANT starts performing their principal obligation. In this case, the MERCHANT may require, at most, payment from the CONSUMER of one-tenth of the total price stipulated in the contract. The contract is cancelled, without further formality, upon sending the form or notice. Within ten (10) days following the cancellation of the contract, the MERCHANT must refund to the CONSUMER any money owed to them. The CONSUMER is advised to consult sections 197 to 205 of the Consumer Protection Act, R.S.Q., c. P-40.1, and, if necessary, to contact the Office de la Protection du Consommateur.