

## **TERMS AND CONDITIONS\_ NAUTILUS PLUS\_ ANNUAL BOOMERANG MEMBERSHIP**

### **1. SERVICES**

This membership is valid in any of the MERCHANT'S centers located in the province of Quebec.

### **AREAS AND SERVICES**

Access to the following training areas and services are included: cardio training area, muscular training area, group training area, racquetball and squash where available, HEXFIT software.

### **2. ACCESS**

From the membership date, the MERCHANT gives the CONSUMER a membership card or a temporary receipt 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. One (1) initiation and integration session with a personal trainer or a nutritionist. Six (6) Bodē express body composition assessments. Access to all clubs within the Nautilus Plus network.

### **3. COST OF SERVICES**

The cost for the services is \$649.74 plus GST and QST for persons aged between 26 and 64. The cost for the services is \$ 519.74 plus PST and QST for persons aged 25 and under or 65 and over.

Any CONSUMER who registers for the BOOMERANG membership will receive a credit of \$1.20 or \$1.50 plus applicable taxes, based on his age group, for each workout session lasting more than 30 minutes in any of the MERCHANT'S centers and this for the duration of the present contract. Only one workout per day will be eligible for this credit.

In the case where the CONSUMER has chosen to pay for the membership in periodic payments every two weeks and has accumulated a credit amount which exceeds the amount of one periodic payment, the CONSUMER can apply the credit amount against the next periodic payment by using the MERCHANT'S web site. In the case where the membership is payable in two equal payments, the amount of credits earned during the period covered by the first payment may be used to reduce the amount of the second payment, and this, by making the request directly at the center. The amount of credits earned by the CONSUMER during the period covered by the second payment may be refunded upon expiration of the contract.

If the CONSUMER wishes to apply the credit amount towards the purchase of supervised services, ZERO DIET food products or boutique items, the CONSUMER will have to complete the transaction with a club employee. Upon expiration of the contract, the CONSUMER may request a refund for the credits on file, and this, in the payment method indicated on file.

The CONSUMER'S account with the MERCHANT must be in good financial standing in order to be eligible to receive any credit amount.

### **4. DURATION OF THE CONTRACT**

The duration of the present contract is for fifty-two (52) weeks from the membership date.

Moreover, the MERCHANT offers the CONSUMER the opportunity of renewing year after year, for the same term and under the same conditions subject to changes in sales taxes, if applicable, at the time of renewal, and with the exception if the CONSUMER benefited from a rebate or credit at the time of the initial signing of contract, it is understood that this rebate or credit will be exclusively applicable on a periodical payments on the initial contract term and cannot be applied to any subsequent renewals and at the time of renewal, if the membership fee conditions are modified, either an increase or a reduction, the MERCHANT will inform the CONSUMER by means of a new renewal offer subscription. If the CONSUMER accepts the new membership fee conditions, the CONSUMER will have to sign a new contractual agreement for the same term. The CONSUMER will receive from the MERCHANT, between the 40th week and the 48th week of the period covered by the present contract or any renewal thereof, a membership renewal notice for the chosen services only. The CONSUMER avails himself of the renewal option by returning the renewal notice to the MERCHANT, in order that it be received, at the very latest, by the expiry date of the present contract or renewal thereof. 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 of the contract 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. For all renewals, the CONSUMER may obtain the supplementary services in accordance with the prevailing prices at the time of purchase. At the age of twenty-six (26), any CONSUMER who registered for a Boomerang membership when he or she was twenty-five (25) years of age or younger will have their membership fee increased by one hundred and thirty dollars (\$130) plus taxes per fifty-two (52) week duration or five dollars (\$5) plus taxes per bi-weekly payment,

if the membership is renewed for an identical term. The credit amount for each workout of at least 30 minutes will be increased to \$1.50.

#### **5. 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.

#### **6. 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.

#### **7. 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 hereto 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 attached form or 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".

#### **8. 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.

Under the privacy act, a CONSUMER must consent to providing personal information to the MERCHANT such as an e-mail address, as a means of communication between the parties. This consent form authorizes the MERCHANT to use the CONSUMER'S e-mail to forward any information regarding the membership, including but not limited to, contract renewal and promotional offers. In the event that the CONSUMER no longer wishes to receive information via e-mail, the CONSUMER must make the request to the MERCHANT in writing.