

Terms and Conditions

All services purchased from *STRENGTHBOX, INC.* must be preceded by the applicant acknowledging, by way of completing a PAR-q form, that he/she has no physical limitations preventing him/her from participation. All applicants under the age of 18 years must have consent, in written form, from a parent or guardian. The applicant also agrees to abide by the rules and regulations of the *studio* and acknowledges that these rules and regulations may change from time to time. Furthermore, all applicants release *STRENGTHBOX, INC.*, its owners, directors, managers and all employees of all liability regarding 1) any injury to self or child 2) any loss or damage to personal property. If purchasing packages that require payments to be made in installments, the applicant agrees to approve such installments be made by credit card on the dates as predetermined in the services contract.

Registration & Purchase

To register or purchase from the *STRENGTHBOX, INC.* online booking system, you must be over eighteen years of age. You must ensure that the details provided by you on registration or at any time are correct and complete.

Use

If you access and use this Web site (the "Site"), you accept and agree to be bound by and comply with these terms (the "Terms"). If you do not accept the Terms, do not use the Site. Information published on this web site is provided for the use of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages. Please be aware that *STRENGTHBOX, INC.* may alter the information on its web site from time to time. *STRENGTHBOX, INC.* shall have no liability arising from the use by any party of the information on this web site. *STRENGTHBOX, INC.* does not warrant the information on this web site in any way and in particular no warranty is given that the web site or its contents or hypertext links are virus free or uncontaminated. You are advised to make your own virus checks and to implement your own precautions in this respect. *STRENGTHBOX, INC.* exclude all liability for contamination or damage caused by any virus or electronic transmission.

General

- o All products and services of *STRENGTHBOX, INC.* and its subsidiaries and affiliates are subject to the terms and conditions of the applicable agreements governing their use.
- o The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Site. In the event of any conflict, the terms provided in the pages of the Site will govern.
- o The information, material and content provided in the pages of the Site (the "Information") may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access or use of the Site will mean that you agree to any changes.

Internet E-Mail

- o Any unprotected E-Mail communication over the Internet is, as with communication via any other medium (e.g. cellular phones, post office mail), not confidential, subject to possible interception or loss, and is also subject to possible alteration.

No Endorsements

- o No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any Information.

Links/Software

- o Links from or to web sites outside the Site are meant for convenience only. *STRENGTHBOX, INC.* does not review, endorse, approve or control, and is not responsible for any sites linked from or to the Site, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and *STRENGTHBOX, INC.* will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and *STRENGTHBOX, INC.* is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

Payment for Products & Services

- o All Credit Cards will be processed in Canadian Dollars at the time of payment. *STRENGTHBOX, INC.* is not responsible for any fees, charges, exchange rates or additional charges levied by individual financial institutions or Credit Card companies.

Return/Refund Policy Refund & Cancellation Policy

Sessions Cancellation – 24 hours notice is required for cancellation of single sessions. Missed sessions without the appropriate notice will be charged as if attended. Medical Cancellations - Cancellation is permitted where an athlete is not able to participate in a single session for medical reasons. A doctor's note confirming that the athlete was not permitted to participate is required within 7 days of missed session and upon receipt, a credit for a makeup session will be issued.

Private Training

- o If your scheduling conflict is known in advance and we are notified at least 24 hours ahead of time, it MAY be possible to make the session up at a later date or with a different trainer. However, this cannot be guaranteed.
- o Any sessions missed with less than 24 hours notification are forfeited.
- o If you have not already paid for the session, your account/card will be charged for the full amount of the session.
- o If no card/account information is present, no further sessions will be conducted until the outstanding payment is received.
- § Additionally, reserved time slots may be lost if payment is not made in a timely manner.

Individual Classes

- o If your scheduling conflict is known in advance and we are notified at least 24 hours ahead of time, it MAY be possible to make the session up at a later date or with a different group. However, this cannot be guaranteed.
- o Any classes missed without 24 hours notification are forfeited.
- o If you have not already paid for the class, your account/card will be charged for the full amount of the session.

Consulting

- o No refunds are available for completed consulting services.
- o Unused, pre-paid and retainer-based consulting services may be eligible for a refund depending on the agreement between you and the *STRENGTHBOX, INC.* subsidiary. Standard notice for cessation of services is one calendar month, but this may vary between contracts. Be sure to check your agreement for details.

Fitness Equipment and Accessories

- o May be returned within 14 days for exchange only. Returns are valid only for products that have not been opened, used or damaged.
- o Products which are defective or damaged upon arrival may be returned immediately for exchange.
- § Some products may need to be shipped directly to the manufacturer. This will be stated on the product package or instruction insert. Should you be unsure if this is the case, please contact us.
- o Customers are responsible for all shipping charges on exchanges or refunds.
- o Refunds are only available when an equivalent replacement is unavailable and customer does not wish to exchange for another product

Books, DVD's, Posters

- o May be returned within 14 days for exchange only. Returns are valid only for products that have not been opened, used or damaged.
- o Products which are defective or damaged upon arrival may be returned immediately for exchange.
- o Customers are responsible for all shipping charges on exchanges or refunds.
- o Refunds are only available when an equivalent replacement is unavailable and customer does not wish to exchange for another product.

Digital Products (Audio, Video, E-Book downloads)

- o These products are not eligible for return or exchange.
- o Should your file be defective or damaged upon arrival please contact *STRENGTHBOX, INC.* and we will arrange for a copy of the file to be re-sent.
- o Should you be dissatisfied with the quality or content of the file, we would be happy to hear your feedback.

STRENGTHBOX, INC. respects your privacy and pledges to maintain the confidentiality of your personal information. All personal information you share with us is maintained in accordance with the Personal Information Protection and Electronic Documents Act (2000). References to *STRENGTHBOX, INC.* may include its affiliates, depending on the context. For questions regarding our privacy policy please express this in writing to: Privacy Policy, *STRENGTHBOX, INC.* #5-45 Cranfield Road, Toronto, ON M4B 3H6

Legal Obligation of Information Release

STRENGTHBOX, INC. will release any information that is required to be released by law or court order. In exceptional circumstances it may be necessary that we disclose your personally identifiable information if we believe, in good faith, that disclosure is otherwise necessary or advisable to protect *STRENGTHBOX, INC.*'s interests. We will seek to ensure that any proposed disclosure is required in the circumstances and then ensure that we disclose only the information that is required.

Use of Your Information

STRENGTHBOX, INC. obtains most of our information through the signing of waivers and completion of Par-Q forms. With your consent we may also obtain personal information about you from third parties. This may include parents, guardian, coaches or whoever is registering you in a program and paying for your registration. Use of your personal information for any purpose other than those outlined or the release of such information by parties outside of *STRENGTHBOX, INC.* or its affiliates will take place only under the following circumstance: **When you give consent** – We will disclose your personal information when you have given consent. Under no circumstances do we sell participant or personal information to others. Please note that we will not share health information that may have been provided in connection with a program, program withdrawal or request for refund. With your consent, we may use certain information to provide you with information about *STRENGTHBOX, INC.* and its affiliates and programming. This consent is optional and you can decide to withdraw it at any time. Information collected by *STRENGTHBOX, INC.* about its users is used internally by authorized employees of *STRENGTHBOX, INC.* for the following reasons: To process payment, register you in the program of your choice, update you when required of any possible changes of the planned services at *STRENGTHBOX, INC.*, determination of those areas, features, and services that are valued the most and found most helpful. Also, we collect information to determine the appropriate participation in the activities and services provided at the *STRENGTHBOX, INC.* and on our site.

Securing Your Information

The *STRENGTHBOX, INC.* website uses sophisticated security and safeguard measures to protect users' information. One such measure is our use of secure server software (SSL), to ensure that your credit card will be protected against fraudulent use while on our site.

Note: the privacy practices set forth in this privacy policy are for web sites within the *STRENGTHBOX, INC.* portfolio. If you link to other third party web sites, please review the privacy policies posted at those sites. *STRENGTHBOX, INC.* is not responsible for how data or information is treated/handled by any third party web site that is linked to from our sites.

Collection of Information

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from our sites allow you to opt out of further mailings. *STRENGTHBOX, INC.* will never sell trade, rent, exchange or otherwise share your personal information with any other person, company or organization.