

TERMS AND CONDITIONS OF USE

1. ACCEPTANCE OF TERMS

2082067 Alberta Ltd., operating as Barre West ("**Barre West**"), provides Goods & Services (as defined below) to you through this website ("**Website**") and access to and use of this Website and the Goods & Services are provided to you are subject to your acceptance of and compliance with the following legally binding terms and conditions ("**Terms**").

PLEASE READ THESE ALL OF THE TERMS CAREFULLY BEFORE PROCEEDING, AS THEY LIMIT THE YOUR LEGAL RIGHTS AND REMEDIES AND CREATE BINDING LEGAL OBLIGATIONS. Accessing this website by way of creating an account (as set out below) is the equivalent of your signature and signifies your acceptance of the Terms which form the agreement between you ("**You**") and Barre West as of the date such acceptance occurs. If You do not agree with one or more of these Terms, please do not access or use this Website or the Goods & Services. "**We**" and "**Us**" means both You and Barre West.

You hereby consent to the exchange of information and documents between Us electronically over the Internet or by email, if to You to the email You use to set up Your Account (as defined below) or if to Barre West to hello@barrewest.com and that this electronic agreement shall be the equivalent of a written paper agreement between Us.

In addition, when purchasing or using the Goods & Services, You will be subject to any posted guidelines or rules applicable to such Goods & Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. Barre West reserves the right to change these Terms at any time without prior notice and Your continued access or use of this Website or the Goods & Services after such changes indicates Your acceptance of the Terms as modified. It is Your responsibility to review these Terms regularly.

These Terms are effective as of November 13, 2020.

2. ACCOUNT CREATION/REGISTRATION OBLIGATIONS

To use certain areas of this Website, You must first complete the registration process to create an account ("**Account**") and select and register a your email and password (collectively, "**Credentials**"). Your Account and Credentials are specific to You and may not be shared with or transferred to any other person. You are solely responsible for maintaining the confidentiality of Your Credentials and You will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of Your Credentials. You will not permit any other person to use Your Account or Credentials, and You will immediately notify Barre West if You know or suspect that Your Account or Credentials have been used by any other person.

During the account creation process, You will provide true, accurate, current and complete information about Yourself as prompted by the registration form (such information being the "**Registration Data**"). You will also maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or complete, or Barre West has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Barre West has the right to suspend or terminate Your account and refuse any and all current or future use of the Goods & Services (or any portion

thereof) by You. By registering an Account, you are agreeing and acknowledging that you are at least 18 years of age.

Barre West may act upon any communication that is given through Your Account or by using Your Credentials. Barre West is not required to verify the actual identity or authority of a person using Your Account or Credentials, but Barre West may, in its sole discretion and at any time, require verification of the identity of a person seeking to access Your Account and may deny access to and use of Your Account if Barre West is not satisfied with the verification. If Barre West, in its sole discretion, considers Your Account or Credentials to be unsecure or to have been used inappropriately, then Barre West may immediately cancel the Account or Credentials without any notice to You. You may be required to change Your Credentials from time to time.

3. DESCRIPTION OF SERVICES

Barre West is offering to persons who have Accounts Barre West's online fitness classes (the "**Services**") and certain fitness, health and wellness products (the "**Goods**", and collectively with the Services, the "**Goods & Services**"). The provision of the Goods & Services is subject to these Terms, the Services subscription, and other terms You accepted when purchasing the Goods & Services.

4. PRICE, PAYMENT & REFUND TERMS

The total price and all other related charges, including any applicable sales, value-added, or other taxes, for the Goods & Services will be set out in Your purchase receipt. Prices offered or advertised do not include applicable sales taxes, which will be added to the price You pay. Barre West will also provide confirmation of Your purchase to the email address You provided during Your registration process.

All payment and credit terms are within Barre West's sole discretion and will be as specified during Your purchase process. Unless otherwise specified, payment must be made in full and received by Barre West prior to Barre West's acceptance of an order for the Goods & Services, as applicable. Barre West may invoice parts of an order separately.

All purchases of Goods & Services are a FINAL SALE and there are NO REFUNDS OR RETURNS. Services are non-transferable and must be used by You.

Advertisements on this Website are invitations to You to make offers to purchase the Goods & Services and are not offers to sell. A properly-completed order on this Website by You constitutes only Your offer to purchase the Goods & Services in Your order, even if Barre West has processed payment for such offer. Your order will be accepted only if and when Barre West sends a confirmation of Your Order to the email address You provided during Your registration or order process. If Barre West does not accept Your order in whole or in part, Barre West will refund or credit, at Barre West's sole discretion, any amounts paid by You to Barre West for the order or part of the order not accepted.

Any price offers or advertisements given by Barre West will be valid for the period stated on the offer or advertisement, except that Barre West reserves the right to reject any sale for any reason, including without limitation, for a misprint in the price offer or advertisement.

5. PRIVACY POLICY

Your Credentials, Registration Data and any other information that You provide to us through this Website, as well

as certain other information about You, is subject to Barre West's Privacy Policy. For more information, please review our Privacy Policy [HERE](#).

6. OWNERSHIP AND COPYRIGHT

You acknowledge that any and all information, content, reports, data, text, graphics, interfaces, web pages, files, software, video, audio, product names, company names, trade-marks, logos, and trade-names contained on this Website (collectively the "**Content**"), including the manner or format in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, Barre West, or its licensors, as the case may be.

Any unauthorized use of the trade-marks or trade-names of Barre West or of third parties is prohibited. Title to Barre West Content remains with Barre West and any unauthorized use of such Content is prohibited. Barre West reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trade-mark and copyright law.

7. PERMITTED USE & RESTRICTIONS ON USE

Barre West hereby authorizes You to access and view the Services and purchase the Goods, as applicable, provided on this Website for Your personal, non-commercial use only and only in connection with Your registering with Barre West or purchase and use of the Goods & Services.

You hereby agree that You shall not:

- (i) distribute the Services or Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Services or Content by way of the press or media or through any commercial network, cable or satellite system;
- (ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Services or Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise;
- (iii) permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Barre West or its licensors or allow any third party to access the Services or Content;
- (iv) use the Content, Goods, Services or this Website in any manner that infringes, violates or misappropriates the intellectual property rights of any third party; and,
- (v) use the Content, Goods, Services or this Website in any manner which may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

Further, You agree to use this Website and the Goods & Services for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of this Website, the Goods, the Services or Content, in any jurisdiction of the world whose laws would: (i) void these Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, disclaimers, waiver of liability, or limitations of liability); or (ii) render accessing this Website illegal; are unauthorized to use this Website.

Barre West reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity and Barre West reserves the right to suspend or terminate Your access to any part of this Website or the Services immediately, without prior notice, at its sole discretion. You are solely and fully responsible for all consequences, however remote, resulting from Your use of this Website, the Content, the Goods, or the Services. The restrictions set out in these Terms shall not apply to the limited extent the restrictions are prohibited by applicable law.

8. USER GENERATED CONTENT

Portions of this Website may allow users to post and exchange information, ideas and opinions ("**User Content**"), but Barre West does not screen, edit or review any User Content before such content is posted or transmitted. Posted or transmitted User Content does not necessarily reflect the views of Barre West, and Barre West disclaims all responsibility for any such User Content and for any losses or expenses resulting from their use or appearance on this Website.

We value Your visit to this Website and welcome any questions, comments or feedback You might have about this Website, these Terms, the Goods, or any of the Services offered by Barre West ("**Feedback**"). Please refer to the Contact section of this Website for Barre West contact information.

If You provide User Content or Feedback, You grant Barre West a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use and commercialize the feedback in any way and for any purpose without providing any compensation to You or any other person. You also grant Barre West the right to use the name You submit with the User Content or Feedback, if any, in connection with Barre West's rights hereunder.

9. INDEMNITY

You will defend, indemnify and hold harmless Barre West from and against any and all losses, damages, costs, expenses (including reasonable legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected to, or relating in any way to Your use of this Website, the Content, the Goods, the Services, User Content, Feedback, or Your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, Barre West retains the right to participate in the defense of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

10. DISCLAIMERS

You understand and agree that:

- (i) Use of this Website and the Goods & Services is at Your sole risk. This Website and the Goods & Services are provided on an "as is", "as available" basis. Neither Barre West, its parent, subsidiaries, affiliates, nor any of their respective employees, contractors, agents, officers, directors, owners, shareholders, or third party Goods & Services providers (collectively, "**Barre West Parties**") make any warranty, guarantee, or condition of any kind, whether express or implied, regarding this Website or the Services and Barre West Parties specifically disclaim any implied warranties and conditions of merchantable quality, fitness for a particular purpose, and non-infringement of third party rights, to the maximum extent permitted by the law applicable to these Terms.
- (ii) Barre West Parties make no warranties, guarantees, or conditions regarding, as applicable, the quality, reliability, timeliness or security of the Goods & Services or as applicable, that the Goods & Services will be uninterrupted or error-free. Barre West Parties assume no responsibility or liability for the deletion or failure

to store or access, or to store or access properly, email messages and electronic files. You assume the entire risk in accessing any data, files or other materials obtained from third parties as part of the Services, even if You have paid for virus protection services.

- (iii) The access to Services from this Website is done at Your own risk. Barre West makes reasonable efforts to ensure that this Website is virus-free, but Barre West does not at any time guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect Your computer system and data and You are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Website or the Services.

11. YOUR WAIVER OF LIABILITY IN FAVOUR OF BARRE WEST

By accessing the Website and purchasing and/or using the Goods & Services, You hereby agree as follows:

- (i) You understand there is an inherent risk associated with any exercise program including Your use of the Goods & Services which may result in injury. Use of the Goods & Services, as applicable, will challenge Your cardio-respiratory and musculoskeletal systems associated with aerobic, anaerobic, strength, power, flexibility, and agility, and breathing components of the program. You understand and are aware that the Goods & Services are potentially hazardous activities and may cause injury;
- (ii) You acknowledge You have either had a physical examination and/or have been given permission from Your physician to participate in the Services and to use the Goods, as applicable. If not, You acknowledge that You have decided to participate in an exercise program voluntarily and without the approval of Your physician. You hereby assume all responsibility for Your use of the Goods & Services;
- (iii) You certify that You are physically well and suffering from no medical problems, conditions, impairments, diseases, or any other illness that would prevent Your full participation or increase Your risk of injury and or illness as a result of using the Goods & Services, as applicable;
- (iv) You, Your heirs, or legal representatives, do hereby forever waive and release the Barre West Parties from any and all liability, costs, expenses, claims, accident, illness, legal and medical fees sustained, resulting now or in the future, and arising from, connected to, or related in any way to Your use of the Goods & Services, due to any cause whatsoever, including negligence or any statutory or other duty of care on the part of Barre West; and
- (v) You acknowledge this is a waiver of liability. You fully understand the content of this Section 11, and You understand that You are waiving and giving up Your right to sue the Barre West Parties. You acknowledge that You are accepting these Terms voluntarily and intend Your acceptance of these Terms to be a complete and unconditional release of Barre West's liability, if any, to the greatest extent allowable by law.

12. OTHER LIMITATIONS AND EXCLUSIONS OF LIABILITY IN FAVOUR OF BARRE WEST

The Goods & Services are provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. The content on this Website is not intended to be used as a substitute of any kind for professional advice. It is Your duty to obtain qualified professional medical advice to meet any medical needs or to address any medical concerns prior to using, as applicable, the Goods & Services.

Although this Website uses appropriate and reasonable security safeguards, there is no guarantee that personal information, User Content, Feedback, and transactions on this Website or on the internet will be maintained confidential and secure. The use of this Website, User Content, Feedback, and the Goods & Services is at Your own risk, and the company assumes no liability or responsibility pertaining to the Services, Your use of the Website or the receipt, storage, transmission or other use of Your personal information. Barre West will not be responsible for any damages You or any third party may suffer as a result of the transmission, storage or receipt of confidential

or proprietary information that You make or that You expressly or implicitly authorize Barre West to make, or for any errors or any changes made to any transmitted, stored or received information.

In no event will Barre West Parties be liable to You for any direct, indirect, consequential, incidental, special, compensatory, exemplary, or punitive damages whatsoever, including without limitation, for losses or damages for loss of income, loss of business profits, business interruption, loss of data or business information, loss of or damage to property, or bodily injury, illness or death of any person, and claims of third parties or other pecuniary loss, arising from, connected to, or related in any way to these Terms, the use of this Website, the Content, or the Goods & Services. Barre West Parties will not be liable for any actual or alleged infringement of intellectual property rights or otherwise by any third party materials available through the Website, the Goods & Services, User Content, Feedback, or the Content.

Notwithstanding anything else in these Terms, the Barre West Parties' maximum cumulative liability to You arising from, connected to, or related in any way to these Terms shall not exceed the amount paid by You in the one month immediately prior to any claim. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to You.

The foregoing disclaimers and limitations of liability apply regardless of the causes, circumstances or form of action giving rise to the loss, damage, claim or liability, even if such loss, damage, claim or liability is based upon breach of contract (including, without limitation, a claim of fundamental breach or breach of a fundamental term), tort (including, without limitation, negligence), strict liability, law, or any other legal or equitable theory, and even if advised of the possibility of the loss, damage, delay, claim or liability in advance.

You acknowledge and agree that these Terms present a fair allocation of risk and liability, and that this Section 12 is an essential part of the bargain between the Parties, a controlling factor in setting any fees or other charges, and an inducement to the Parties to enter into these Terms.

13. GENERAL

These Terms, the Privacy Policy and all other notices, policies and statements contained on this Website (all as may be amended by Barre West from time to time without prior notice to You) constitute the entire agreement between Barre West and You. These Terms cannot be modified except as described herein. Anything in this Website inconsistent with these Terms is superseded by these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such Term or any other Term. If in any jurisdiction, any of these Terms are held to be unenforceable by a court of competent jurisdiction, such Terms will be restricted or eliminated to the minimum extent necessary and the remaining Terms will otherwise remain in full force and effect. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

The relationship between Barre West and You will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms or this Website.

These Terms and the subject matter of these Terms and all related matters will be governed by, and construed in accordance with, the laws of the Province of Alberta, Canada and the laws of Canada applicable in Alberta, excluding any laws that implement the *United Nations Convention on Contracts for the International Sale of Goods* or the United States Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Subject to the following paragraph, You submit to the exclusive jurisdiction of the courts of the Province of Alberta in the judicial district of Calgary, Alberta.

To the extent permitted by applicable law, unless Barre West agrees otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising from, connected to, or related in any way to the Goods & Services, this Website, these Terms, the Content, or the Privacy Policy, will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted in the Province of Alberta, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to arbitration in the Province of Alberta on the date of the notice. The foregoing does not, however, preclude Barre West from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, You waive any right to a jury trial.

14. CONTACT US

We value Your visit to this Website and welcome any questions or comments You might have about this Website, these Terms, or any of the Goods & Services offered by Barre West. Please refer to the Contact section of this Website [HERE](#) for Barre West's contact information.