

# WEBSITE TERMS AND CONDITIONS AND USAGE POLICIES

## TERMS OF USE

### 1. Terms

By accessing <https://www.saltpilatesandbarre.com/> (the “**Website**”), a website owned and operated by SALT Pilates Inc. (“**SALT**”), you are agreeing to be bound by the Website’s Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use the Website. Any claim relating to the Website shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions. The materials contained in the Website are protected by applicable copyright and trademark laws.

### 2. Use Licence

- (1) Permission is granted to temporarily download one copy of the materials (information or software) on the Website for personal, non-commercial transitory viewing only. This is the grant of a licence, not a transfer of title, and under this licence you may not:
  - (a) Modify or copy the materials;
  - (b) Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - (c) Attempt to decompile or reverse engineer any software contained on the Website;
  - (d) Remove any copyright or other proprietary notations from the materials; and
  - (e) Transfer the materials to another person or “mirror” the materials on any other server.
- (2) This licence shall automatically terminate if you violate any of these restrictions and may be terminated at any time. On terminating your viewing of these materials or on the termination of this licence, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### 3. Limitations

In no event shall SALT or its instructors be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Website, even if SALT or an authorized representative has been notified orally or in writing of the possibility of such damage. Since some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### **4. Revisions and Errata**

The materials appearing on the Website could include technical, typographical or photographic errors. SALT does not warrant that any of the materials on the Website are accurate, complete or current. SALT may make changes to the materials contained on its website at any time without notice. SALT does not, however, make any commitment to update the materials.

#### **5. Links**

SALT has not reviewed all of the sites linked to the Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by SALT of the site. Use of any such linked website is at the user's own risk.

#### **6. Site Terms of Use Modifications**

SALT may revise these terms for use for its website at any time without notice. By using the Website you are agreeing to be bound by the then current version of these Terms of Use.

#### **7. Trademarks, Copyrights and Restrictions**

All material on the Website, including, but not limited to, images, illustrations, audio clips and video clips, is protected by copyrights which are owned and controlled by SALT or by other parties that have licensed their material to SALT (the "**Copyrights**"). Material from the Website or from any other website owned, operated, licensed or controlled by SALT (the "**SALT's Websites**") may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights. For purposes of this Terms of Use, the use of any such material on any other website or networked computer environment is prohibited.

#### **8. Privacy Policy**

(1) SALT is very respectful about the privacy concerns of the visitors to the Website. As a general policy, no personal information is automatically collected from visitors to the Website with you inputting the personal information directly through our registration page. However, certain non-personal information of visitors is recorded by the standard operation of SALT's servers. This information is primarily used to provide any enhanced online experience for the visitor. Information tracked includes the type of browser being used by the visitor, the type of operating system in use by the visitor and the domain name of the visitor's internet service provider. By having this information, web pages optimized for a particular visitor's computer is automatically available to that visitor. Other uses of this information include internal review of the number of visitors to the sites but only in an aggregate and non-personally identifiable form. Email addresses and other personally identifiable data

about visitors to this site are known to SALT only when voluntarily submitted. Personally identifiable information that may be collected in connection with visitors voluntarily filling out contest entry forms or subscribing to newsletters is retained by SALT and not sold or otherwise transferred outside the company. This information is used to better understand visitors' use of our sites and to support transactions made on the sites. However, this data in an aggregate form may be provided to other parties for marketing, advertising or other uses. We sometimes also use email addresses and other personally identifiable information to contact visitors who communicate with us. For example, we direct email to visitors who provide us with their email addresses for specific purposes such as receiving our email newsletters or being notified if they have won one of our contests. Each email newsletter always contains instruction on how to discontinue receipt of the newsletter.

- (2) Many of SALT websites, including this one, place a "cookie" in the browser files of a SALT user's computer. The cookie itself does not contain any personally identifying information. Although the cookie could enable SALT to relate a user's use of the Website to information that the user has specifically and knowingly provided, SALT does not do so.
- (3) Unless the purposes for collecting personal information are obvious and the client, customer, member voluntarily provides his or her personal information for those purposes, we will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- (4) SALT will only collect client, customer, member information that is necessary to fulfill the following purposes:
  - (a) To verify identity;
  - (b) To follow up with when filling in the "Contact us" page (Name, Phone Number, Email, Preference of program desired); and
  - (c) To enroll the client in a program.
- (5) SALT will obtain client, customer, member consent to collect, use or disclose personal information (except where, as noted below, we are authorized to do so without consent).
- (6) Consent can be provided in writing or by phone or it can be implied where the purpose for collecting using or disclosing the personal information would be considered obvious and the client, customer, member voluntarily provides personal information for that purpose.
- (7) Consent may also be implied where a client, customer, member is given notice and a reasonable opportunity to opt-out of his or her personal information being used for

mail-outs, the marketing of new services or products, fundraising and the client, customer, member does not opt-out.

- (8) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), clients, customers, members can withhold or withdraw their consent for SALT to use their personal information in certain ways. A client's, customer's, member's decision to withhold or withdraw their consent to certain uses of personal information may restrict our ability to provide a particular service or product. If so, we will explain the situation to assist the client, customer, member in making the decision.
- (9) We may collect, use or disclose personal information without the client's, customer's, member's knowledge or consent in the following limited circumstances:
  - (a) When the collection, use or disclosure of personal information is permitted or required by law;
  - (b) In an emergency that threatens an individual's life, health, or personal security;
  - (c) When we require legal advice from a lawyer;
  - (d) For the purposes of collecting a debt;
  - (e) To protect ourselves from fraud; and
  - (f) To investigate an anticipated breach of an agreement or a contravention of law.
- (10) We will only use or disclose client, customer, member personal information where necessary to fulfill the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:
  - (a) To conduct client, customer, member surveys in order to enhance the provision of our services; and
  - (b) To contact our clients, customers, members directly about products and services that may be of interest.
- (11) We will not use or disclose client, customer, member personal information for any additional purpose unless we obtain consent to do so.
- (12) We will not sell client, customer, member lists or personal information to other parties.

- (13) If we use client, customer, member personal information to make a decision that directly affects the client, customer, member, we will retain that personal information for at least one year so that the client, customer, member has a reasonable opportunity to request access to it.
- (14) Subject to this Section 8, we will retain client, customer, member personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- (15) We will make reasonable efforts to ensure that client, customer, member personal information is accurate and complete where it may be used to make a decision about the client, customer, member or disclosed to another organization.
- (16) Clients, customers, members may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- (17) If the personal information is demonstrated to be inaccurate or incomplete, we will correct the information as required and send the corrected information to any organization to which we disclosed the personal information in the previous year. If the correction is not made, we will note the clients', customers', members' correction request in the file.
- (18) We are committed to ensuring the security of client, customer, member personal information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- (19) The following security measures will be followed to ensure that client, customer, member personal information is appropriately protected:
  - (a) the use of locked filing cabinets; physically securing offices where personal information is held; the use of user IDs, passwords, encryption, firewalls; restricting employee access to personal information as appropriate (i.e., only those that need to know will have access; contractually requiring any service providers to provide comparable security measures.
- (20) We will use appropriate security measures when destroying client's, customer's, member's personal information such as shredding documents, deleting electronically stored information.
- (21) We will continually review and update our security policies and controls as technology changes to ensure ongoing personal information security.
- (22) Clients, customers, members have a right to access their personal information, subject to limited exceptions.

- (23) A request to access personal information must be made in writing and provide sufficient detail to identify the personal information being sought.
- (24) Upon request, we will also tell clients, customers, members how we use their personal information and to whom it has been disclosed if applicable.
- (25) We will make the requested information available within 30 business days or provide written notice of an extension where additional time is required to fulfill the request.
- (26) A minimal fee may be charged for providing access to personal information. Where a fee may apply, we will inform the client, customer, member of the cost and request further direction from the client, customer, member on whether or not we should proceed with the request.
- (27) If a request is refused in full or in part, we will notify the client, customer, member in writing, providing the reasons for refusal and the recourse available to the client, customer, member.

## **9. Linked Sites**

SALT, whether or not affiliated with sites which may be linked to the Website, is not responsible for their content (the “**Linked Sites**”). The Linked Sites are for your convenience only and you access them at your own risk.

## **10. Submissions and Indemnification**

- (1) Any notes, message/billboard posting, ideas, suggestions, concepts or other material submitted will become the property of SALT throughout the universe and SALT shall be entitled to use the material for any type of use forever, including in any media, whether now known or hereafter devised. When you submit material to the Website, you agree that SALT has the right to publish the material for any type of use as outlined above, including promotional and advertising purposes.
- (2) If applicable, SALT is not responsible for any material posted on forums. You shall not submit or otherwise publish through such forums any content which:
  - (a) Libels, defames, invades privacy, or is obscene, pornographic, abusive or threatening;
  - (b) Infringes any intellectual property or other right of any entity or person, including, but not limited to violating anyone’s copyrights or trademarks;
  - (c) Violates any law;
  - (d) Advocates illegal activity; or

(e) Advertises or otherwise solicits funds or is a solicitation for goods or services

(collective “**Non-Approved Material**”).

- (3) You agree to indemnify SALT and its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable lawyer’s fees resulting from your breach of any of the foregoing agreements, representations and warranties.
- (4) You agree to indemnify, defend and hold SALT and its partners, attorneys, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney’s fees, related to your violation of this Terms of Use or use of the Website.

### **11. Email and Postings Received**

Do not post any threatening or libelous emails or material on the Website that would be considered a violation of any law. SALT will fully cooperate with any law enforcement authorities or court order requesting or directing SALT to disclose the identity of anyone posting any such emails or materials.

### **12. Jurisdictional Issues**

- (1) Unless otherwise specified, the materials in the Website are presented solely for the purpose of providing pilates training and exercises available in Canada and its territories. This site is controlled and operated by SALT from its offices within the Province of British Columbia. SALT makes no representation that materials in the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- (2) This agreement shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia, as it is applied to agreements entered into and to be performed entirely within such province. Any action you, any third party or SALT bring to enforce this agreement or, in connection with, any matters related to the Website shall be brought only in the courts of the Province of British Columbia, and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between parties relating to the matters contained herein and shall not be modified except in writing, signed by the SALT.

### **13. Non-transferable**

Your right to use the Website is not transferable. Any password or right given to you to obtain forms is not transferable.

#### **14. Disclaimer**

- (1) THE INFORMATION, FORMS AND AGREEMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE FORMS, AGREEMENTS AND DOCUMENTS MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS, SALT AND ITS AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION, FORM OR DOCUMENTS. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, SALT AND THE AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SALT AND YOU. THIS SITE AND THE INFORMATION, FORMS, AGREEMENTS AND DOCUMENTS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.
- (2) The forms, agreements and documents within the Website or available through the Website may not be appropriate under the circumstances for any particular transaction. The specifics of a given situation may require provisions not contemplated in the forms or documents. Requirements for the validity an agreement or form may also vary greatly from province to province. Laws change rapidly and may be interpreted differently in various jurisdictions. No representations, warranties or guarantees whatsoever are made as to the accuracy, currentness, completeness, adequacy, reliability, suitability or applicability of any form or document to a particular situation.
- (3) Each form and document should be treated as a guide or starting point and should not be considered a substitute for professional legal analysis. The Website is provided and each form, agreement and document is licensed with the understanding and agreement that SALT and its affiliated parties are not engaged in rendering legal, accounting or other professional services. If legal or other expert assistance is required, the services of a competent professional should be sought. User assumes all responsibilities and obligations with respect to any decisions or advice made or given as a result of the use of any form, agreement or document and for the selection of a form, agreement or document to achieve User's intended results.
- (4) All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed.



## **15. Miscellaneous**

This Terms of Use shall be treated as though it were executed and performed in British Columbia, and shall be governed by and construed in accordance with the laws of British Columbia (without regard to conflict of law principles). Any cause of action of you with respect to the Website (and/or information, forms and agreements, thereon) must be instituted within six months after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in the Terms of Use. The language in this Terms of Use shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Terms of Use shall be brought solely in British Columbia. User expressly submits to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Terms of Use be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Terms of Use, this Terms of Use shall take precedence. Failure of SALT to enforce any provision of this Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision.