

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.theintuitiverunner.ca** (the "Site"). This Site is owned and operated by Natalie Costa. This Site is a fitness-related website, book, and app.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Natalie Costa and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Exercise Program; and
- Subscription Services.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: 1. You may cancel your online membership at any time for any reason. To cancel your recurring subscription, please visit your online membership settings.

2. Following a cancellation, you will lose access to your membership at the end of your billing period, either monthly, or annually.

3. To avoid being charged another billing cycle, you must ensure that you cancel your online subscription prior to your recurring payment date. If you do not cancel prior to this date, you will be charged for another month/year.

### **Free Trial**

We offer the following free trial of our services: Free trials are only available to new users and are provided at our sole discretion and are not available in conjunction with other offers that we may have from time to time. Users are only eligible for one free trial, even where a separate or new email issued

to sign up. We reserve the right to revoke your free trial at anytime.

At the end of your free trial, the following will occur: Members who sign up for a free trial will automatically be charged a membership fee at the end of the free trial period if they do not cancel the membership prior to the end of the free trial period. No refunds will be made for memberships that were not cancelled prior to the end of the free trial period.

To cancel your free trial, please follow these steps: 1. You may cancel your online membership at any time for any reason. To cancel your recurring subscription, please visit your membership settings.

2. Following a cancellation, you will lose access to your membership at the end of your billing period, either monthly, quarterly or annually.

3. To avoid being charged another billing cycle, you must ensure that you cancel your online subscription prior to your recurring payment date. If you do not cancel prior to this date, you will be charged for another month/quarter/year.

4. The membership fee will be billed at the beginning of the paying portion of your membership and each month, quarter or year thereafter unless and until you cancel your membership. We automatically bill your payment method each month, quarter or year on the calendar day corresponding to the commencement of your paying membership. We reserve the right to change our billing timing, in particular, if your payment method has not successfully been charged.

5. Payments are non-refundable and there are no credits for partially used periods. Following a cancellation, however, you will continue to have access to your online membership through to the end of your current billing period.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

Natalie Costa and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Natalie Costa and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Alberta.

### **Additional Terms**

- Risk Warning, Acceptance of Risks, Release and Indemnity

1. I am aware that participating in exercise contains elements of risk, both obvious and inherent, and that by participating in an exercise program will be exposed to such risks. The risks involved may result in property damage and/or personal injury including disease and death.
2. I fully appreciate the nature and extent of all risks involved and by participating in an exercise program or any exercise recommended by The Intuitive Runner, I freely, voluntarily and absolutely accept all risks howsoever arising out of or in relation to my participation in the program, whether caused by the negligence of The Intuitive Runner and the Associated Entities or otherwise.
3. By entering in an exercise program, I vouch that have no known medical conditions which would preclude me from participating. I will immediately notify The Intuitive Runner in writing of any change to my fitness and ability to participate.
4. To the full extent permitted by law, I agree to waive all and any claim, right or cause of action which I or my heirs, successors, executors, administrators, agents and assigns might otherwise have against any one or more of The Intuitive Runner and the Associated Entities for or arising out of Death, Illness or Injury which I may suffer or sustain in the course of or consequential upon or incidental to my participation in a Class, whether caused by the negligence of The Intuitive Runner and the Associated Entities, or otherwise.
5. To the full extent permitted by law, I agree to RELEASE AND DISCHARGE The Intuitive Runner and the Associated Entities from all liability to me, my personal representatives, heirs and next of kin, for Death, Illness or Injury which I may suffer or sustain in the course of or consequential upon or incidental to my participation in an exercise program, whether caused by the negligence of The Intuitive Runner and the Associated Entities, or otherwise.
6. To the full extent permitted by law, I agree to INDEMNIFY AND HOLD HARMLESS The Intuitive Runner and the Associated Entities against all claims, demands, actions, suits, proceedings, damages, costs, losses, expenses or liabilities of any kind, including legal costs, that may be brought or made by any person for Death, Illness or Injury arising out of or as a consequence of my acts or omissions in the course of or consequential upon or incidental to my participation in a Class, whether caused by the negligence of The Intuitive Runner and the Associated Entities, or otherwise.

7. By accepting this agreement I acknowledge and agree that

Medical Information and Treatment

8. I understand that I should not participate in an exercise program unless I have trained appropriately and a qualified medical practitioner has verified my medical and physical condition. I agree that I remain responsible for my own health care.

10. I agree to stop exercising immediately if I experience faintness, dizziness, pain or shortness of breath at any time.

11. I agree that in the event that I become ill or injured in the course of my attendance at or participation in an exercise program, I will consent to receive any medical treatment, including without limitation physical examination, first aid, defibrillation and ambulance transportation that The Intuitive Runner or Associated Entities think desirable..

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

---

info@theintuitiverunner.ca

---

You can also contact us through the feedback form available on our Site.

Effective Date: 30th day of March, 2023