



TERMS OF SERVICE

By accessing, browsing or otherwise using this website (the "Website") including without limitation all content, information, data, text, graphics, images, audio-visual material, software, scripts, code and other material available through the Website, you hereby agree to accept and abide by these terms of use, our Privacy Policy and any policies, guidelines or notices relating to the Website that we post to the Website or otherwise deliver or make available to you from time to time and that we identify as part of the terms of use (collectively, the "Terms"). Twenty Toes Fitness ("us" or "we") provides the Website for your use conditional on your acceptance, without modification, of the Terms. If you do not agree with the Terms, you may not access, browse or otherwise use the Website.

Changes to the Terms and the Website

a. We reserve the right, at our sole discretion, to add to, remove, modify or otherwise change any part of the Terms in whole or in part at any time. You should check the Website periodically for changes to the Terms. Changes will be effective when notice of such change is posted on the Website. If any change is not acceptable, you must discontinue your use of the Website immediately. You agree that your continued use of the Website after any such changes are posted will constitute acceptance by you of such changes. No change to the Terms that is not posted to the Website by us is valid unless it is in writing and signed by an authorized signing officer of Twenty Toes Fitness.

b. We have developed this Website for the use of our clients, prospective clients and any one else interested in Twenty Toes Fitness, its services or the health and wellness industry generally. We may add, modify, correct, terminate, suspend, discontinue, impose limits, restrict your access or otherwise change any aspect of the Website, including the availability of any products or features, content or materials, at any time without notice or liability.

Website Usage

a. You may use and download the material posted on this Website for non-commercial purposes, to store it temporarily on a single computer, and to print it solely for your own personal purposes. You agree to abide by all copyright and trademark notices, information and restrictions contained in any content on this Website. You also agree that you are solely responsible for purchases, actions and communications undertaken or transmitted in the course of your use of the Website, including blog submissions.

b. Except as expressly permitted by the Terms, and as a condition of your use of this Website, you may not, may not attempt to, nor may you allow or encourage, promote or advise others to directly or indirectly:

i. print, download or otherwise save to any storage device or fix in any medium, any of the Website or its contents;

ii. sell, reproduce, produce, display, broadcast, perform, translate, reverse engineer, or except through any functionality specifically provided by the Website to do so, distribute, transmit, create derivative works, modify or attempt to modify the Website or its contents in any way;

iii. use the Website or its contents for any commercial purpose including without limitation for any commercial solicitation;

iv. transfer any downloaded material for mass distribution or promotional purposes;

v. use the Website for any unlawful purpose or in any unlawful manner, or in any manner that is otherwise contrary to or violates any law, regulation or the rights of any third party or in a manner that could damage, disable, overburden or impair the Website;

vi. circumvent, disable or interfere with the security of, or otherwise abuse, the Website or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked sites, including any security features or functionality;

vii. disrupt or interfere with any other person's use or enjoyment of the Website or any affiliated or linked sites;



viii. except for the purpose of indexing the then-current Website to create publicly available search functions, use any robot, spider or other automatic program or device, or manual process, to monitor, copy, summarize, scrape or otherwise extract information from the Website;

ix. use another person's e-mail address, password, service, system or other information without that person or otherwise misrepresent your identity, status, or affiliations;

x. transmit on, to or from the Website any spam, chain letters, junk mail or any other type of commercial solicitation or unsolicited mass e-mail or messaging;

xi. attempt to obtain unauthorized access to the Website or portions of the Website which you are restricted from accessing; or

xii. collect or harvest information about any other visitors of the Website.

c. We reserve the right, immediately and without prior notice, to suspend or terminate access to the Website. We reserve the right to limit, restrict or decline registration for the Website at our sole discretion. If we terminate your registration on the Website, you may not re-register on the Website (including without limitation using another e-mail address) without our prior written consent.

Registration

a. You will have the option to register with us. This offers a means with which to communicate with you periodically. Registration is voluntary however, is not a requirement of use. You represent, warrant and covenant to provide us true, accurate, complete and current information about yourself ("Registration Information") and agree to update your Registration Information to ensure that it is at all times true, accurate, complete and current. Any personal information you submit will be subject to our Privacy Policy.

b. You must treat your password as personal and confidential and must not disclose it to any third party, permit any third party to use your password or otherwise transfer or assign your password. You are responsible for all use of the Website under your password. We are entitled to rely upon all instruction received by us through the use of your password as authentic and valid instructions which you are fully authorized to issue, including in respect to any Visitor Submissions. We are not responsible for unauthorized or improper use of your password and we do not assume any responsibility or obligation to monitor the use of your password. However, if we suspect that your password is being used fraudulently, without your authorization, or otherwise in a manner inconsistent with the Terms, we reserve the right to suspend or terminate the related Visitor account without notice or liability.

Ownership

a. Except for Visitor Submissions, this Website, including without limitation all intellectual property rights therein and thereto, is and shall continue to be owned and subject to copyright and other proprietary rights by us and our licensors. You agree to comply with all copyright and other applicable laws worldwide in your use of the Website and to prevent any unauthorized copying or use of the Website. Except as expressly set forth in these Terms, you have no rights in or to the Website. Reproduction is not permitted.

b. Certain names, words, titles, phrases, marks, logos, icons, graphics or designs on the Website constitute trade-names, trade-marks or service marks of Twenty Toes Fitness, its affiliates or its licensors, are protected by law and may not be used, copied, imitated or used (including without limitation use in HTTP headers, meta tags or other non-visible pages, text or code), in whole or in part, without the prior written consent of their respective owners. Twenty Toes Fitness' name and logos are trademarks of Twenty Toes Fitness and are used by us under license.

c. Any unauthorized downloading, transmission, republication or other copying or modification of this Website, including trademarks, trade names and service marks, may violate federal, common or civil trade-mark law and copyright law, and may result in legal action.



d. If you believe that any content on this Website may infringe on copyright or other intellectual property rights held by you or a third party, please contact us immediately. We will take steps to investigate and, if appropriate remedy any such infringement or potential infringement.

Visitor Submissions

a. If you submit, transmit or upload suggestions, ideas, notes, text, graphics, images, photographs, videos or other audio-visual material, concepts, data, applications, software, code, programmed instructions or other information (collectively, the "Visitor Submissions") to the Website, or to us by email, through the Website or by other means of communication, ownership of such Visitor Submissions shall remain with you, provided that the communication of such Visitor Submissions shall be deemed to be your permission and grant:

i. to us and our successors and assigns, of a perpetual, worldwide, irrevocable, non-exclusive license, without compensation, reimbursement or any other payment to publish, copy, perform, communicate, distribute, display, create derivative works, sublicense, translate, adapt and other wise use the Submissions without restriction and for any purpose whatsoever, whether commercial or otherwise; and

ii. to all other visitors of the Website, a perpetual, worldwide, irrevocable, non-exclusive license, without compensation or payment, to use, reproduce and modify such Submissions in the normal course of using the Website as permitted by the Terms.

b. You hereby waive any moral rights in or to such Visitor Submissions in favour of Twenty Toes Fitness.

c. You represent, warrant and covenant that:

i. all your Visitor Submissions will comply with the Terms, including without limitation the restrictions on uploaded or transmitted content set out below; and

ii. you own or have the unencumbered right to submit to us your Visitor Submissions and grant us the rights set forth above, including, without limitation, that you have all applicable licenses, consents, permits, permissions, clearances and waivers, whether in respect of intellectual property rights, proprietary rights, moral rights, personality rights, personal information rights, confidentiality restrictions or otherwise.

d. None of the Visitor Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of the Visitor Submissions. You acknowledge and agree that you are solely responsible for your Visitor Submissions and the posting, transmission or publication thereof on or through the Website.

e. You agree not to upload, post, distribute or otherwise transmit on, through or to the Website:

i. any virus, trojan horse, worm, backdoor, shutdown mechanism or similar software, code, script or program which is intended to, is likely to or has the effect of disabling, denying access to, damaging or destroying, corrupting or affecting the normal use of the Website or any data or software used in conjunction therewith;

ii. any material that contains any error, deficiency, omission, misstatement or misrepresentation;

iii. any material that is or is reasonably likely to be construed as deceptive, fraudulent, libelous, defamatory, threatening, intimidating, abusive, harassing, violent, hateful, degrading, obscene, pornographic, profane, harmful or injurious to individuals, tortious or that may otherwise result in criminal, regulatory or civil liability;

iv. any material that is or is reasonably likely to contravene any law, statute, regulation, decree, order or similar rule;

v. any material that, when used on the Website, violates any agreement, intellectual property rights, moral rights, publicity rights, privacy rights, fiduciary obligations or other rights of a third party;



vi. any commercial solicitation, advertisement or other material intended to promote the sale or supply of a good or service, including without limitation any material for which you receive any compensation, fee or other incentive or reward to post to websites; or

vii. any material that contravenes any notice or guideline posted to the Website from time to time by us.

f. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any illegal information or materials.

g. Although we may from time to time (and reserve the right to) monitor or review Visitor Submissions and other content, discussions, chats, postings, transmissions, bulletin boards, and other material posted to the Website by other Visitors or third parties, we are under no obligation to do so and assume no responsibility or liability arising therefrom, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. You hereby waive any rights or remedies you may have against us in respect of any Visitor Submissions or your reliance thereon. We reserve the right (but have no obligation) to edit, modify, remove, redact or refuse to display or post any Visitor Submissions on the Website at our sole discretion without notice or liability.

Disclaimer

a. You acknowledge that any use of or reliance on the Website shall be at your sole risk. We make no representation or warranty of any kind regarding the Website, all of which is provided on an "AS IS", "WHERE IS" and "AS AVAILABLE" basis. We have no obligation to maintain either the availability or the currency of the Website and have no obligation or liability for the Website (including any Visitor Submissions) or for any damages to visitors of the Website, however caused.

b. Although every effort is made to ensure accuracy, sometimes discrepancies may occur. Therefore we do not:

i. guarantee, and make no representation, warranty or condition as to the truthfulness, accuracy, adequacy, reliability, correctness, currency, veracity or completeness of the Website or any portion of functionality thereof;

ii. warrant that the Website will continue to operate, operate without interruptions or that it will be error-free, that defects will be corrected or that it will be free of viruses or other destructive elements; or

iii. endorse any statements or opinions expressed on the Website by third parties, including without limitation other visitors of the Website or third parties advertising on the Website.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, SATISFACTORY QUALITY, LATENT DEFECTS, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

Exclusion and Limitation of Liability

a. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MORAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR PROGRAMS OR DATA, LOSS OF PROFIT, LOSS OF SAVINGS OR LOSS OF REVENUE) UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO:

i. THE WEBSITE OR THE USE THEREOF OR THE INABILITY TO USE THE WEBSITE IN ANY MANNER WHATSOEVER; OR

ii. ANY UNAUTHORIZED ACCESS TO THE WEBSITE OR BREACH OF SECURITY, INCLUDING TO ANY OF YOUR VISITOR SUBMISSIONS OR YOUR REGISTRATION INFORMATION, EVEN IF WE HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGE OR LOSS.



b. IN ANY EVENT, YOU AGREE THAT OUR AGGREGATE LIABILITY FOR ALL DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO US, IF ANY.

c. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THE TERMS SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY.

d. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, BUT IN WHICH CASE OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnity

You agree to defend, indemnify and hold us harmless from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from your actions or omissions, including without limitation your use of the Website, from or relating to any of your Visitor Submissions, your violation or infringement of any third party rights, including without limitation any copyright, patent, trade-mark, proprietary, privacy or moral right, or any breach by you of the Terms.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which would have been reasonably foreseen. Any Party affected by such an event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

Links

a. You are free to create links to the Website, provided such link does not portray us or any of our services in a false, misleading, derogatory or defamatory manner and provided such link does not trigger any pop-up, pop-under window or the presentation of any other type of advertisement or notice. We reserve the right to revoke this limited right at any time. You may not use frames or framing techniques to enclose all or any part of the Website or otherwise embed any materials from the Website within another website or location, or use masks, overlays or similar techniques or methods to alter, hide or reformat the presentation of all or any part of the Website or to layer other content or material on top of or within the browser window within which the Website is presented, without our prior written consent.

We do not control any third party website and are not responsible for any linked website, its content, terms and conditions of use, privacy policy or its practices and procedures. We provide such links only as a convenience to you. The inclusion of any link does not imply sponsorship, endorsement, affiliation, association, investigation or verification by us of the linked website, its operators or its content.

c. Be aware that you are leaving this Website when you follow a link to a linked site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to review that site's terms and conditions of use, privacy policy and relevant guidelines, and to take appropriate precautions. You agree that we have no obligation or liability regarding any linked site.

d. The Terms apply to the Website. Other websites or domains associated with or made available by Twenty Toes Fitness may be governed by separate terms and conditions or separate privacy policies.

Arbitration

To the fullest extent permitted by applicable law, you agree that all disputes or disagreements between you and us relating to the Website or Terms will be settled by confidential, final and binding arbitration by a single arbitrator in the forum and under the rules we mutually agree upon, failing which the Arbitration Act, 1991 (Ontario) will apply.



Governing Law

a. The Website is controlled, operated and administered by us from our office in Ontario, Canada. If you access the Website from outside Canada, you are responsible for compliance with all local law. You may not export any of the Website in violation of any applicable export laws and regulations.

b. The Terms shall be deemed to have been made and performed exclusively in the Province of Ontario and shall be governed by and construed under the laws of Ontario without giving effect to its conflict of law principles. You hereby submit to the non-exclusive jurisdiction of the courts of Ontario for any claim related hereto, arising herefrom or in connection herewith and agree not to bring any action, claim, suit or proceeding against us in any jurisdiction other than Ontario.

General

Any legal proceeding by you arising from or in connection with the Terms or the Website must be brought within two years after the event, which is the subject of the proceeding, has occurred. If any provision of the Terms is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity of any remaining provisions. The Terms constitutes the entire agreement between you and us in respect of its subject matter, provided however that the purchase, supply or use of any of our services will be subject to separate terms and conditions relating to same as delivered or made available to you (including through the Website). You may not assign the Terms, including operation of law. We may assign the Terms at our sole discretion. The Terms shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto. No waiver of any breach of any term or provision of the Terms is effective or binding unless made in writing and signed by us and, unless otherwise provided, is limited to the specific breach waived.