

SmartieGym Terms & Conditions

Signed during Registration Online

SmartieGym Recreational Programs:

Thank you for choosing to register your child with SmartieGym Inc.

All SmarteGym programming is subject to these legally binding terms and conditions (“Terms and Conditions”). Throughout these Terms and Conditions, the terms “we”, “us”, “our” and “SmartieGym” refer to SmartieGym Inc., its affiliates and their respective employees, officers, directors, agents, representatives and contractors. The terms “you” and “your” refer to any user of, or participant in, SmartieGym programming and, in the case of a minor, the parent or legally guardian who registered the user(s) for the SmartieGym programming, both on his/her behalf and on behalf of the minor. Carefully read all of the following terms and conditions before proceeding.

Important: By signing up for any SmartieGym program, both electronically and otherwise, you expressly agree and consent to be bound by all the Terms and Conditions. If you do not agree to all of the Terms and Conditions, SmartieGym will promptly cancel your registration.

1. Program Details

SmartieGym provides various academic and recreational programs for children (“Programs”). SmartieGym is in no way providing “child care,” as defined under the Child Care and Early Years Act, 2014 (“CCEYA”). Accordingly, SmartieGym is not currently a licensed “child care centre” within the meaning of the CCEYA. SmartieGym reserves the right to modify its programming structure from time to time to comply with CCEYA requirements. By accepting these terms and signing below you hereby acknowledge that you have been informed that SmartieGym is not licensed under the CCEYA. Participants in our Programs will have the opportunity to engage in structured programming and learn contextually through exploration and creativity, as well as work on gross-motor development through physical activity, yoga & circle time. Unless otherwise notified, all Programs will be held at 368 Eglinton Avenue West, Toronto, Ontario, M5N 1A2 (the “Premises”).

2. Acceptance of Terms

By using and/or registering for a Program, you, on behalf of yourself and any minors for whom you are legally responsible, agree to and accept the Terms and Conditions and understand that they are legally binding.

3. Terms Subject to Change

These Terms and Conditions are subject to change, and may be modified from time to time. You will be notified of any changes as they occur. Continued participation in our Programs means you agree to the new terms. If you do not agree to the new terms as they become effective, you must notify SmartieGym immediately, at which point your registration will be terminated, and you may be eligible for a prorated refund, less an administrative fee of \$100.00.

4. Restrictions and Eligibility

A parent or guardian may not participate in a Program with his/her child unless the Program is specifically designated as a Program for adults and children. Further, each Program may be subject to additional eligibility requirements and other restrictions, for example based on age.

5. Absences

You should inform SmartieGym as soon as possible if your child is to be absent due to late arrival, early departure, illness, or vacation. You will not be entitled to a refund of payment, but SmartieGym, in its sole discretion, may allow you to schedule a makeup Program at a later date.

6. Applicable Policies and Procedures

SmartieGym will, from time to time, require parents, guardians, children and any other adult accompanying children to the Programs (“Caregiver”) to comply with policies and procedures as they come into force (“Policies”). SmartieGym will provide you with access to the most up-to-date Policies as they become available. All parents, guardians, children and Caregivers must also agree to observe and obey all rules and warnings posted at the Premises, and further agree to follow any oral instructions or directions during a Program. By agreeing to these terms and conditions, you confirm that you have read, understood and agree to be bound by all Policies.

7. Compliance with Terms and Conditions

If you, your child or Caregiver violate these Terms and Conditions, we may, in our sole discretion, terminate your registration with immediate effect, and you will forgo your right to a refund.

8. Your Privacy and Collection of Personal Information

SmartieGym may require you to disclose personal information, which includes all material, non-public information, written or oral, disclosed by you to SmartieGym, directly or indirectly, through any means of communication or observation (“Personal Information”). For greater clarity, this includes: children’s names, health card numbers, medical information, doctor information, contact information and credit card information. Your Privacy is important to us and we will take all reasonable precautions to prevent the disclosure of Personal Information to any third party without your written consent, subject to any disclosure required by law or governmental authority. By agreeing to these Terms and Conditions, you consent to the

collection of Personal Information, satisfying the requirements under applicable Canadian privacy legislation.

9. Limitation of Liability

SmartieGym is committed to providing a safe, fun and active environment for parents, guardians, children and Caregivers. Accordingly, we will take reasonable steps to maintain the Premises and institute and enforce applicable policies and procedures to maintain the safety and security of all Program participants. Despite our measures, participation in our Programs carries with it certain inherent risks that cannot be eliminated regardless of the care taken by SmartieGym to avoid loss or injuries.

By agreeing to these Terms and Conditions, you hereby agree that SmartieGym is not liable for any damage or loss in connection with our Programs, either personally or to property, suffered by parents, guardians, children and Caregivers. You further agree and understand that you have voluntarily registered for SmartieGym Programs and, being aware of your own health and physical condition, and that of your child, confirm that you and your child are in adequate physical condition to participate in all aspects of your chosen Program. You recognize that participating in the Program may result in injury or other harm, and you understand and assume all risks inherent in your participation in Programs. You hereby release and forever discharge SmartieGym of and from any and all manner of liability, claims, complaints and proceedings whatsoever arising from or in anyway related to your registration in SmartieGym Programs.

10. Independent Legal Advice

By agreeing to these Terms and Conditions you acknowledge that SmartieGym has provided you with a reasonable opportunity to obtain independent legal advice and that either: (i) You have had such independent legal advice prior to accepting these Terms and Conditions or; (ii) You have willingly chosen not to obtain such advice and you have accepted and executed these Terms and Conditions without having obtained such advice.

11. Refunds

Unless otherwise provided by law or by a particular Program offer, all Program fees are final and nonrefundable. If you believe that SmartieGym has charged you in error, you must contact us within 90-days of such charge. No refunds will be given for any charges more than 90-days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

12. No Waiver

The failure of SmartieGym to object to a breach of any representation, warranty, term or condition of these Terms and Conditions will not be deemed a waiver of any right or remedy SmartieGym may have arising out of the breach, nor will it be deemed a waiver of its right to

subsequently enforce the representation, warranty, term or condition. A provision of these Terms and Conditions may only be waived by a written instrument executed by SmartieGym.

13. Severability

In the event any provision of these Terms and Conditions is determined in any situation to be invalid by a court, tribunal or other administrative body of competent jurisdiction, such determination will in no way affect the validity or enforceability of any other provision herein, nor will it affect the validity or enforceability of the offending provision in any other situation, before any other court, tribunal or other administrative body of competent jurisdiction or in any other jurisdiction.

14. Number and Gender

In these Terms and Conditions, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

15. Interpretation

Any headings in these Terms and Conditions are for convenience of reference only and will not affect the construction or interpretation of the corresponding provisions. Words expressed in the singular include the plural and vice-versa and words in one gender include all genders. The terms “including” or “includes” mean “including without limitation” and are not to be construed to limit any general statement that they follow to the specific or similar items or matters immediately following them.

16. Survival

Upon the termination or cancellation of your registration, or should you not renew your registration for an additional Program session, all provisions of these Terms and Conditions that may be reasonably construed as surviving such termination will survive such termination.

17. Governing Law

Your registration and these Terms and Conditions shall be governed and construed in accordance with Ontario law. If any provision in these Terms and Conditions is declared illegal or unenforceable, the provision will become void, leaving the remainder of these Terms and Conditions full force and effect.

18. Joint and Several

If you consist of more than one person/entity, the obligations of such people/entities hereunder will be joint and several.