J17 Fitness Membership Services Agreement
Parties and Recitals

J17: 1000073741 Ontario Inc., incorporated under the laws of the Province of Ontario, Canada, operating as J17 Fitness, 1550 16th Avenue, Unit F, Richmond Hill, ON L4B 4N6 ("J17", "we", "us", "our").

Member: _____ ("you", "your", the "Member").

J17 is a lawfully operating fitness service provider in Ontario offering fitness training, personal training, athletic recovery, lounge access, co-working space, youth athletic programs and related membership services. You voluntarily apply for membership with J17 to access the Facilities and use the Services. This Agreement is made pursuant to the Consumer Protection Act (Ontario), as amended or replaced from time to time, the Occupiers' Liability Act (Ontario), the Personal Information Protection and Electronic Documents Act (PIPEDA), and other applicable federal and provincial laws of Canada.

Article 1 – Definitions

1.1 **Facilities** means the fitness, training, recovery, lounge and co-working spaces and related equipment and amenities operated by J17.

1.2 **Services** means facility access, group classes, personal training, bootcamps, youth training, recovery services, membership benefits and other related services provided by J17 to Members.

1.3 **Initial Term** means the first service period, starting on the Service Start Date, of the length stated in the Purchase Summary (for example 1, 3, 6 or 12 months).

1.4 **Renewal Term** means the month-to-month period that follows the end of the Initial Term (for Monthly Memberships), or any new fixed term that you agree to in writing.

1.5 **Pre-Authorized Debit (PAD)** means the arrangement whereby you authorize J17 and its third-party payment processors to automatically debit all applicable fees from your designated bank account, credit card or other payment method in accordance with this Agreement.

1.6 **Cooling-Off Period** means the statutory period during which you may cancel this Agreement without reason in accordance with Ontario consumer protection laws.

1.7 **Club User** means the Member, accompanying persons, guests and any other person entering the Facilities or using the Services.

1.8 **Service Start Date** means the date on which your membership benefits begin, as stated in the Purchase Summary. For a membership bought before the facility opens, this may be later than the purchase date.

1.9 **Purchase Summary** means the document or screen shown to you at purchase that sets out the price, taxes, total amount, payment schedule, payment option (monthly or paid-in-full), Service Start Date and length of the Initial Term. Wherever this Agreement refers to price, taxes, payment schedule, start date or term, the Purchase Summary governs.

1.10 **Founding Rate** means the introductory membership price offered to Founding Members, as stated in the Purchase Summary.

1.11 **Monthly Membership** means a membership paid in monthly (or bi-weekly) instalments as stated in the Purchase Summary; **Paid-in-Full Membership** means a membership for which the entire Initial Term is paid at the time of purchase.

Article 2 – Membership Eligibility and Effectiveness

2.1 Eligibility Requirements. To apply for membership, you must satisfy all of the following:

- Be at least 10 years of age;
- Have full legal capacity to enter into this Agreement. For a minor under the age of 18, this Agreement must be signed by a parent or legal guardian who assumes all obligations hereunder;
- Suffer from no disease, injury or medical condition that would render participation in physical activity inadvisable;
- Provide true, accurate and complete registration and identification information.

2.2 Age Tiers.

- Members aged 10 to 15 may participate only in J17 youth athletic training programs and may not use any other Services or Facilities;
- Members aged 16 to 17 may use the other Services;
- For every Member under 18, a parent or legal guardian must sign this Agreement as guarantor (see section 4.9).

2.3 Acceptance of Agreement. By creating an account, purchasing a membership, booking classes, entering the Facilities or using any Service, you are deemed to have read, understood and agreed to be bound by all terms and conditions of this Agreement.

2.4 Statutory Cooling-Off Rights. Pursuant to the Consumer Protection Act (Ontario), you have a 10-day statutory cooling-off period and may cancel this Agreement without reason at any time within 10 days after the later of (a) the date you receive a written copy of this Agreement and (b) the Service Start Date.

- To exercise the cooling-off right, notify J17 by email to info@j17fitness.com, by phone, or in person at the Facility.
- Upon receipt of a valid cancellation notice, J17 will refund the amounts you have paid within 10 days, to your original payment method.
- Notice: each membership has a fixed Initial Term and then renews automatically as set out in section 4.5. You may stop renewal as set out in section 6.1.

Article 3 – Account Management

3.1 Account Registration. You must register an account with J17 and set a password for booking, purchase, payment and membership management. You are fully responsible for all activities, bookings, purchases and payments made under your account.

3.2 Account Security. You must keep your password and personal information confidential, must not disclose them to any third party, must not use another Member's account and must not allow another person to use your account. Any loss arising from inadequate account security is borne solely by you.

3.3 Multiple Account Prohibition. You are strictly prohibited from registering or holding multiple accounts with J17 for the purpose of obtaining discounts, promotions, complimentary benefits or other unfair advantages. In the event of breach, J17 may merge accounts, revoke benefits, demand payment of the full value of all services received, and suspend or terminate membership.

3.4 Minors and Parental Responsibility.

- A minor under the age of 18 must be registered, and this Agreement signed, by a parent or legal guardian;
- The guardian assumes full joint responsibility for the minor's conduct, safety, financial obligations and related legal liabilities.

Article 4 – Fees, Payment and Pre-Authorized Debit

4.1 Scope of Fees. You shall pay all applicable fees in accordance with this Agreement, including but not limited to initiation fees, membership dues, class fees, personal training fees, add-on service fees, applicable taxes, late payment administration fees, dishonoured payment charges and collection costs. All fees are due and payable in accordance with the agreed schedule regardless of whether you actually use the Facilities or Services.

4.2 Term and Payment Options. The length of the Initial Term is as stated in the Purchase Summary; J17 offers memberships of different term lengths. Fees are calculated according to the term you select and are as stated in the total amount and payment schedule of the Purchase Summary. At signing you may choose:

- **Monthly Membership:** paid in monthly (or bi-weekly) instalments as stated in the Purchase Summary. After the Initial Term, the membership renews month-to-month under section 4.5.
- **Paid-in-Full Membership:** the full fee for the selected Initial Term is charged at the time of purchase. After the Initial Term, the membership continues month-to-month under section 4.5, unless you agree in writing to a new paid-in-full term.

4.3 Payment Authorization. By purchasing a membership or service, you authorize J17 and its third-party payment processors to (a) store your payment method and account information; (b) automatically debit all applicable fees from your designated account in accordance with this Agreement; and (c) continue to use the stored payment information for Renewal Terms. This authorization remains in effect for the Initial Term and any Renewal Term until you cancel as set out in section 4.8 or Article 6.

4.4 First Payment. The first payment is due on the purchase date unless the Purchase Summary states a different date. Later payments are processed on the dates and in the amounts shown in the Purchase Summary.

4.5 Automatic Renewal and Notice.

- J17 will provide you with written renewal notice at least 60 days before the end of the Initial Term, stating the renewal date, the renewal fees and how to cancel. During a month-to-month Renewal Term, J17 will give you at least 60 days' written notice of any change in fees.
- If you have not cancelled as set out in section 6.1 at least 30 days before the renewal date, this Agreement renews automatically on a month-to-month basis, unless you have agreed in writing to a new fixed term.
- A Founding Member keeps the Founding Rate for every Renewal Term for as long as the membership stays continuously active. If the membership is cancelled, the Founding Rate no longer applies and any later membership will be at the then-current price. A freeze under section 6.5 does not count as cancelling. A Member who is not a Founding Member renews at the rate stated in the renewal notice. The Founding Rate applies to membership at [the Richmond Hill location only / all J17 locations].

4.6 Dishonoured Payment Charge. If any payment is declined, returned or not honoured by your financial institution for any reason (including insufficient funds), a service charge of $25.00 CAD plus applicable taxes will be automatically charged to your account, in addition to the original outstanding amount. The parties acknowledge that this charge is a genuine pre-estimate of liquidated damages to compensate J17 for the administrative costs of handling failed payments, and is not a penalty.

4.7 Late Payment and Collection Costs. If you fail to pay any amount when due, J17 may require you to immediately pay all amounts then due plus applicable late payment administration fees. You shall pay the reasonable costs of collecting overdue amounts, including reasonable collection agency fees and legal costs, to the extent permitted by law or awarded by a court.

4.8 PAD Recourse Rights and Cancellation. You have certain recourse rights if any debit does not comply with this Agreement, including the right to reimbursement for any unauthorized or non-compliant debit; for more information, contact your financial institution or visit www.payments.ca. You may cancel your PAD authorization at any time by giving J17 30 days' prior written notice. Cancelling the PAD authorization does not terminate this Agreement; all fees incurred before the cancellation takes effect remain your responsibility.

4.9 Parent / Guardian / Guarantor. Each parent, guardian or guarantor (an "Indemnifier") jointly and severally, absolutely, unconditionally and irrevocably guarantees the due and punctual payment by the Member of any and all fees and amounts owing to J17 under this Agreement. If the Member defaults in paying any amount when due, or if an Indemnifier has agreed to pay any amount on the Member's behalf (whether by pre-authorized debit or otherwise), the Indemnifier shall pay that amount to J17 immediately on demand. Each Indemnifier is not only a surety but is also deemed the primary debtor for such indebtedness. No indulgence, extension or release granted to the Member, nor anything else that might otherwise release the Indemnifier as surety, shall affect the Indemnifier's liability, which continues before and after default until all amounts owing by the Member are paid in full. J17 is not required to exhaust its recourse against the Member before demanding payment from the Indemnifier. This Agreement may be modified only by the Member and J17, not by the Indemnifier. In plain terms: if the Member does not pay any amount owing under this Agreement, the parent, guardian or guarantor who signed must pay it. Guarantor initials: _____

Article 5 – Bookings and Service Use Rules

5.1 Booking Cancellation Policy.

- **Group Classes:** All changes or cancellations to group class reservations must be made at least six (6) hours before the scheduled start time. Cancellations made within six (6) hours of the start time (late cancellations) or failure to attend (no-shows) result in a charge of $24.00 CAD to your account, or the equivalent deduction of one (1) session credit.
- **Personal Training and Bootcamps:** All changes or cancellations to personal training or bootcamp reservations must be made at least twenty-four (24) hours before the scheduled start time. Cancellations made within twenty-four (24) hours of the start time (late cancellations) or failure to attend (no-shows) result in a charge of $40.00 CAD to your account, or the full deduction of the personal training session credit.
- These rules also apply to switching time slots within the notice period. You may cancel online, in the mobile app or by phone.

5.2 Attendance and Late Arrivals. You must be checked in and physically present at the start of your scheduled class, or your spot may be released to a waitlisted client. Classes begin promptly and the studio doors remain open for 2 minutes after the class starts; once the doors close, latecomers are not admitted, without exception. Unless you are physically unwell, you may not leave class before the end. Instructors will not extend a session to make up for late arrival.

5.3 Session Expiry. All purchased sessions or periodically allotted sessions must be used within the designated duration of the applicable package. Unused sessions expire automatically at the end of the valid period and are not redeemable for cash or extendable. J17 reserves the discretion to make exceptions, including in the case of injury, pregnancy or long-term illness, upon the provision of a doctor's note or other documentation requested.

5.4 Overlapping Bookings. Booking overlapping classes or services to any extent with a membership is prohibited. If a system error results in a booking made with an ineligible membership or credit type, J17 reserves the right to cancel that reservation.

Article 6 – Membership Termination, Refunds and Account Freezes

6.1 Cancellation and Non-Renewal. To stop a membership from renewing, you must, at least 30 days before the renewal date, either visit the Richmond Hill Facility, complete and sign J17's cancellation form and verify your identity, or send the signed cancellation form by registered mail to the Richmond Hill Facility address. The cancellation takes effect at the end of the current Initial Term or Renewal Term.

- A cancellation is valid only when J17 receives the signed form, in person or by registered mail. Requests by email, phone or message are not valid, except for the cooling-off period in section 2.4.
- Once a valid cancellation form is received, no payment will be charged for any later Renewal Term. Payments already due for the current term remain payable. Except for the cooling-off period (section 2.4) and special circumstances (section 6.3), no refund is given for the rest of the current term.
- You continue to have access to all membership benefits for the period already paid for.

6.2 Default and Early Termination Fee. If you breach this Agreement (for example, by failing to make payments when due) and the Agreement is terminated as a result, you shall pay (a) all amounts due up to the termination date and (b) an early termination fee equal to fifteen percent (15%) of the unpaid balance for the remainder of the Initial Term, plus applicable taxes. You are not required to pay the remaining balance of the Initial Term in addition to this fee. This fee does not apply when you cancel under section 2.4, section 6.1 or section 6.3.

6.3 Special Circumstances. In the following exceptional circumstances, you may request a freeze or early termination, and J17 will review the request. If J17 approves early termination, the fee in section 6.2 is waived:

- You permanently relocate your principal residence to a location more than 25 kilometres from the Richmond Hill Facility; or
- You become medically incapable of continuing training, as evidenced by a formal certificate issued by a licensed medical practitioner in Canada.

You must provide valid supporting documentation. All requests are subject to J17's review and approval.

6.4 Obligations Upon Termination. Upon termination of this Agreement, you shall immediately return all physical access cards, keys and other entry credentials; cease use of electronic entry QR codes, the member account and related benefits; and settle all outstanding fees.

6.5 Account Freezes.

- You may request an account freeze in writing. Up to two (2) freezes are available in any 12-month period, each for a maximum of 60 days and no more than 120 days in total per year.
- You must give at least 10 days' written notice to ensure no automatic debit is processed during the freeze period.
- During the freeze the membership term is extended accordingly. A freeze does not count as cancelling and does not end the Founding Rate.
- J17 reserves the discretion to make exceptions to these freeze limits, including in the case of injury, pregnancy or long-term illness, upon the provision of a doctor's note or other documentation requested.

6.6 Memberships Bought Before Opening (Founding Memberships). This section applies if you buy a membership before the facility opens or before the Service Start Date, such as a Founding Membership.

- The Initial Term starts on the Service Start Date shown in the Purchase Summary, not on the purchase date. Amounts paid before the Service Start Date are for services that begin on the Service Start Date.
- The cooling-off period in section 2.4 ends 10 days after the later of the date you receive a written copy of this Agreement and the Service Start Date.
- If the Services are not available within 30 days after the Service Start Date, you may cancel by notice under section 2.4 and receive a refund of all amounts paid within 10 days.
- The Founding Rate and the renewal terms in section 4.5 apply to Founding Memberships.

6.7 Alternate Facility. If at any time during the term the Richmond Hill Facility or the Services are temporarily unavailable, J17 may provide an alternate facility within [15] km of the Richmond Hill Facility

for up to [60] days, and will give you one week's advance written notice of the dates on which the alternate arrangements start and end, the location, and the services available there. If you do not wish to use the alternate facility, you may instead freeze your membership for that period at no charge, and your term will be extended accordingly.

Article 7 – Facility Use and Code of Conduct

7.1 Code of Conduct. By entering the Facilities, you agree to abide by the following rules:

- Respect staff, trainers and other Members. Harassment, insult, discrimination or violence of any kind is strictly prohibited.
- Wipe down equipment after use and return it to its designated location. Keep towels, water bottles and personal items in designated areas.
- Maintain cleanliness of the Facilities. No littering, spitting or unsanitary behaviour.
- Refrain from excessive noise or conduct that disrupts other Members' training. Use of a phone during active exercise is prohibited.
- Do not conduct commercial activities unrelated to fitness within the Facilities.
- Comply with all specific rules posted within the Facilities.

J17 reserves the right, at its sole discretion, to issue verbal or written warnings, suspend facility access, impose penalty fees, or terminate this Agreement without refund, depending on the severity of the breach.

7.2 Guest Policy. Members may bring guests into the Facilities upon payment of the applicable guest fee or day pass fee. All guests must sign a Release of Liability, Waiver and Informed Consent Form before using the Facilities or participating in activities. J17 reserves the right to refuse entry to any guest for any reason. Guest access may vary by location, time of day or event.

7.3 Access Control. J17 will provide the Member with a physical access card or electronic QR code for entry, for the exclusive use of the Member only. You shall not share, lend, rent or transfer any entry credential, and shall not allow another person to use your credential to enter the Facilities. In the event of loss, damage or theft of a physical access card, you shall immediately notify J17 for replacement; J17 may charge a replacement fee of up to $100.00 CAD. You are liable for all costs and losses incurred by J17 as a result of misuse of entry credentials.

7.4 Membership Sharing. Attending a class or using the Facilities under a membership in someone else's name ("membership sharing") is a serious offence and will result in a membership sharing fee of $[amount] CAD as stated in J17's fee schedule, termination of the membership and a ban from J17, and possible referral to police for fraud or theft of services. J17 may use check-in and booking records to detect and investigate membership sharing.

7.5 Lounge. The lounge is for Members' rest and quiet work. Please keep noise down, keep personal areas tidy, keep conversations at an appropriate level and use earphones with electronic devices. The lounge may be booked for a private event at any time, in which case Members will not have access unless expressly invited by the host. Private events may alter lounge availability. You understand the nature of the private event space and will not be compensated for any loss of access due to private events.

7.6 Lockers and Personal Belongings. Lockers are for day use only; contents left overnight may be placed in lost and found or donated. J17 is in no way responsible for the safekeeping of your personal belongings while you are in the Facilities.

7.7 Youth Training Responsibility. During youth training activities, the parent or legal guardian shall at all times be fully responsible for the minor's safety, conduct and any third-party damage caused by the minor.

Article 8 – Health, Safety, Assumption of Risk and Limitation of Liability

8.1 Health Disclosure Obligation. You acknowledge that you have consulted a qualified physician prior to participating in any fitness activity and confirmed that you are physically fit to engage in exercise of the relevant intensity. You shall ensure that neither you nor any minor under your supervision suffers from any disease, injury or condition that may be aggravated by physical activity, and you shall inform J17 of any change in health that may affect safe participation. If J17 staff reasonably believe that your participation would put you at physical risk, J17 may refuse you access to the Services until you provide, at your own cost, a written opinion from your physician.

8.2 Emergency Medical Response. If you or any other Club User experiences pain, nausea, dizziness, shortness of breath or other discomfort during or after training, you shall stop immediately and notify staff. In case of emergency, J17 and its staff, contractors or agents may administer first aid or arrange emergency medical services at their discretion. All related medical costs are borne by you or the guest. Nothing in this section imposes any medical obligation on J17.

8.3 Assumption of Risk. You acknowledge and understand that fitness, training and related athletic activities involve inherent risks, including but not limited to muscle injury, joint sprain, fracture, abnormal blood pressure, fainting, heart attack and even death, and that equipment use, the facility environment, heat/cold therapy and immersive lighting and audio-visual experiences all carry potential risk. Specific risks include:

- Group training, high-intensity interval training and heavy equipment (sleds, rowers, ski ergs, free weights) may cause muscle, joint or back injury, fainting or cardiac events;
- Immersive lighting and audio-visual effects in studios may cause headaches, eye strain, dizziness or nausea; persons with photosensitive epilepsy should consult a physician before participating;
- The specific risks of any recovery service, where offered, are set out in the informed consent form for that service.

You voluntarily assume all risks arising from use of the Facilities or Services or participation in activities.

8.4 Release. To the fullest extent permitted by law, on behalf of yourself, your heirs, personal representatives and assigns, and any minor you are responsible for, you release, waive and forever discharge J17 and its owners, directors, officers, employees, contractors, agents and affiliated entities (the "Releasees") from any and all claims, demands, damages, actions or causes of action arising out of or in any way related to your use of the Facilities or Services, participation in activities or presence at the Facilities, whether for personal injury, death, damage to or destruction of property, theft or otherwise, whether occurring inside or outside the Facilities, and whether or not supervised. You agree to defend, indemnify and hold harmless the Releasees from and against any such claims.

8.5 Limitation of Liability. Except where prohibited by law, the Releasees are not liable for any damages of any kind arising out of or in connection with your use of the website, the Facilities or the Services, or J17's decision to limit, cancel or refuse your access to the Facilities, including direct, indirect, incidental, special, punitive or consequential damages, loss of data, income or profit, loss of or damage to property, and claims of third parties. The Services are provided "as is" without warranties of any kind, express or implied. J17 and its trainers are not health care providers and do not provide medical diagnosis, treatment or advice; J17 does not manufacture the fitness equipment in the Facilities and is not liable for defective equipment or products.

8.6 Indemnification. You agree to indemnify and hold harmless J17 from and against any and all claims, actions, demands and liabilities brought by any Club User or guest arising out of or in connection with the use of the Services. You are fully liable for any damage to the Facilities or equipment caused by any Club User, including all costs of repair, replacement and related expenses. J17 is not liable for any lost, stolen or damaged personal property of Members or guests.

8.7 Acknowledgement. You confirm that you have read and understood this Article 8 and agree that this release is reasonable and proper given the nature of J17's business. Member initials: _____ Parent/Guardian initials (Members under 18): _____

Article 9 – Privacy and Personal Information Protection

9.1 J17 collects, uses and discloses your personal information for the purposes of membership registration, class booking, payment administration, service notifications, security management, dispute resolution and operational improvement.

9.2 J17 complies with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable Ontario privacy laws, and protects the security of your personal information. Health screening information is treated as sensitive, is accessible only to the coaches and staff who need it, and is never used for advertising.

9.3 You consent to J17 collecting, using and disclosing your personal information in accordance with J17's privacy policy (see j17fitness.com/privacy-policy). For a Member under 18, personal information is provided, and consent given, by the parent or guardian on the Member's behalf.

Article 10 – Intellectual Property and Image Consent

10.1 Intellectual Property. All content on J17's platforms and within the Facilities, including but not limited to class programming, exercise methodology, text, images, audio, video, trademarks, logos and software, is protected by Canadian copyright and trademark laws. Without J17's prior written consent, you shall not copy, distribute, commercially exploit or create derivative works based on such content.

10.2 Photography and Video Consent. J17 may take photographs and video recordings in public areas of the Facilities for brand promotion, instructional training, website and social media marketing purposes. By entering the Facilities, you consent to J17 capturing, using and publishing footage and recordings containing your image and voice, without additional consent or compensation. J17 will not publish photos or video in which a Member under 18 can be identified without the written consent of a parent or guardian. Taking photographs or video in locker rooms, washrooms, shower areas or other designated private areas is strictly prohibited.

Article 11 – Surveillance

Public areas of the Facilities are equipped with video surveillance equipment. J17 reserves the right to use surveillance footage for security management, dispute resolution, operational monitoring and investigation purposes. There is no surveillance in locker rooms, washrooms or shower areas.

Article 12 – Default and Remedies

12.1 Events of Default. You are in default if you:

- Fail to pay any amount when due;
- Breach any facility rule or code of conduct under this Agreement;
- Provide false registration information or identification documents;
- Abuse membership privileges, transfer access credentials, share your membership or disrupt facility order;
- Otherwise breach any provision of this Agreement or applicable law.

12.2 Remedies. Upon your default, J17 may, at its sole discretion and without prejudice to any other rights available at law, take one or more of the following actions:

- Issue a verbal or written warning;
- Suspend account privileges or facility access;
- Cancel unused class bookings;
- Impose penalty fees and related damages;
- Terminate this Agreement, subject to section 6.2, without refund of any fees paid.

12.3 Cumulative Remedies. All rights and remedies of J17 under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights or remedies available at law or in equity. Exercise of any right does not constitute a waiver of any other right.

Article 13 – General Provisions

13.1 Entire Agreement. This Agreement, together with the Purchase Summary and the membership policies and facility rules published by J17, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, representations and understandings.

13.2 Amendments. J17 reserves the right to amend this Agreement from time to time. In the case of material changes, including membership fee adjustments, major service changes or modifications to core terms, J17 will provide you with at least 30 days' prior written notice. Fee adjustments do not apply during an Initial Term you have already paid for or agreed to, and do not apply to the Founding Rate while your membership remains continuously active. If you do not agree to the revised terms, you may terminate this Agreement before the effective date of the changes. Continued use of the Services after the effective date constitutes acceptance of the amended Agreement.

13.3 Assignment. You may not assign this Agreement or your membership without J17's prior written consent. J17 may assign its rights and obligations under this Agreement at its sole discretion.

13.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision is deemed severable and does not affect the validity of the remaining provisions, which remain in full force and effect to the fullest extent permitted by law.

13.5 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

13.6 Dispute Resolution. The parties will first try to resolve any dispute informally. If the dispute is not resolved within 30 days, either party may bring it before the courts of Ontario.

13.7 Notices. All notices under this Agreement shall be in writing and may be delivered by mail, personal delivery, email to your registered email address, or text message to your registered mobile number, and are deemed given on the date of transmission. Your notice to cancel a membership must be delivered as set out in section 6.1; a cooling-off cancellation as set out in section 2.4; all other notices may be sent to info@j17fitness.com.

13.8 No Waiver. J17's failure to assert any right or provision under this Agreement does not constitute a waiver of that right or provision.

13.9 Language. If J17 provides a translation of this Agreement, the English version governs in case of any inconsistency.

Article 14 – Contact Information

For any questions regarding this Agreement, please contact:

1000073741 Ontario Inc., operating as J17 Fitness 1550 16th Avenue, Unit F, Richmond Hill, ON L4B 4N6
Phone: 647-642-0077 Email: info@j17fitness.com

This Agreement is effective as of the Effective Date stated above.