J17 Fitness Terms of Service

Overview

This website is operated by 1000073741 Ontario Inc., operating as J17 Fitness, 1550 16th Avenue, Unit F, Richmond Hill, ON L4B 4N6. Throughout the site, the terms "we", "us" and "our" refer to J17 Fitness ("J17"). Effective date: October 19, 2026.

J17 offers this website, including all information, tools and services available from this site, to you conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site, you agree to be bound by these Terms of Service ("Terms"), including those additional terms and policies referenced herein or available by hyperlink. These Terms apply to all visitors and users of the site.

Please read these Terms carefully before accessing or using our website. If you do not agree to all of these Terms, you may not access the website. Any new features or tools added to the site are also subject to these Terms.

Section 1 – Relationship to the Membership Services Agreement

Memberships, classes, payments, cancellations and use of our clubs are governed by the J17 Fitness Membership Services Agreement (the "Membership Agreement"). If these Terms conflict with the Membership Agreement on those matters, the Membership Agreement prevails. These Terms govern only your use of this website.

Section 2 – Use of the Site

You must be at least the age of majority in your province or territory to purchase a membership or service. Members aged 10 to 17 may join only if a parent or legal guardian signs the Membership Agreement on their behalf; members aged 10 to 15 may take part only in J17 youth athletic programs.

You may not use our website for any illegal or unauthorized purpose, nor may you, in the use of the site, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses or code of a destructive nature. A breach of any of these Terms will result in an immediate termination of your use of the site.

Section 3 – General Conditions

We reserve the right to refuse service to anyone for any lawful reason at any time. You understand that content you submit may be transferred over various networks and adapted to the technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the site without express written permission from us. The headings used in these Terms are for convenience only and will not limit or otherwise affect these Terms.

Section 4 – Accuracy of Site Information

The material on this site is provided for general information only. Opening dates, class schedules, programs, amenities and hours are subject to change. We make reasonable efforts to keep information accurate but do not warrant that it is accurate, complete or current; any reliance on the material on this site is at your own risk.

Images of our Richmond Hill club are architectural renderings for illustration only. The finished facility, equipment, finishes and layout may differ.

This site may contain historical information, which is provided for reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information.

Section 5 – Changes to Prices and Site Services

Prices displayed on this website are subject to change without notice. The price of a membership you have already signed, and the rules for changing it, are governed by the Membership Agreement.

We reserve the right to modify or discontinue this website or any of its features at any time without notice. Arrangements for temporary unavailability of our clubs or membership services are set out in the Membership Agreement. We are not liable to you or any third party for any modification, suspension or discontinuance of the website.

Section 6 – Products and Services

Certain memberships, class packs or services may be available exclusively through this website or our membership system and may be limited in quantity. Memberships, class packs and services are subject to the cancellation and refund terms of the Membership Agreement. We reserve the right to discontinue any product or service at any time. Any offer made on this site is void where prohibited.

Founding list. Joining the founding list is free and does not reserve a membership, price or place. Founding memberships are offered only through a signed Membership Agreement.

Health and safety. Our services involve physical exercise and the use of fitness and recovery equipment. You should consult a physician before beginning any exercise program. By participating, you acknowledge that physical activity carries inherent risks, and you agree to follow all safety instructions provided by our coaches and staff and to use equipment only as directed.

Section 7 – Accuracy of Account Information

You agree to provide current, complete and accurate account information on this site or in our membership system, and to promptly update your account information, including your email address and phone number, so that we can contact you as needed. We reserve the right to refuse any purchase request.

Section 8 – Text Message Program

By submitting your mobile number through a J17 Fitness sign-up form, you agree to receive recurring automated marketing text messages from J17 Fitness. Consent is not a condition of purchase. Message

frequency varies. Message and data rates may apply. Reply STOP to unsubscribe or HELP for help. See our Privacy Policy for details.

Section 9 – Third-Party Tools

We may provide you with access to third-party tools (such as booking or sign-up widgets) over which we neither monitor nor have any control. Such tools are provided "as is" and "as available" without any warranties, and we have no liability arising from your use of them. You should ensure that you are familiar with and approve of the terms of the relevant third-party provider.

Section 10 – Third-Party Links

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of third-party materials, websites, products or services, and will not have any liability for them. Please review the third-party's policies carefully before you engage in any transaction. Complaints or questions regarding third-party products should be directed to the third party.

Section 11 – Feedback and Suggestions

Any suggestions, ideas or feedback you send us, whether through the site, by email or otherwise, are non-confidential, and J17 may use them freely without compensation to you. You may not use a false email address or impersonate another person.

Section 12 – Personal Information

Your submission of personal information through the site is governed by our Privacy Policy. To view our Privacy Policy, please visit j17fitness.com/privacy-policy.

Section 13 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions relating to service descriptions, pricing, promotions or availability. We reserve the right to correct any errors and to update information without prior notice. Except as required by law, we undertake no obligation to update information on the site.

Section 14 – Prohibited Uses

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal or provincial regulations, rules, laws or local ordinances; (d) to infringe upon our intellectual property rights or those of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other malicious code; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the

site or the Internet. We reserve the right to terminate your use of the site for violating any of the prohibited uses.

Section 15 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee that your use of this website will be uninterrupted, timely, secure or error-free. The website is provided "as is" and "as available" without any representation, warranties or conditions of any kind, express or implied.

To the extent permitted by law, J17 Fitness is not liable for any indirect or consequential loss arising from your use of this website, and our total liability for any claim relating to the website is limited to CAD $100. Liability relating to our clubs and services is governed by the Membership Agreement and any waiver you sign. Nothing in these Terms limits any right you have under Ontario consumer protection law.

Section 16 – Indemnification

You agree to indemnify, defend and hold harmless J17 Fitness and our affiliates, officers, directors, agents, contractors, service providers and employees from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party.

Section 17 – Severability

If any provision of these Terms is determined to be unlawful, void or unenforceable, that provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms without affecting the validity and enforceability of the remaining provisions.

Section 18 – Termination

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by ceasing to use our site. If in our judgment you have failed to comply with any provision of these Terms, we may terminate these Terms at any time and deny you access to the site. Obligations and liabilities incurred before termination survive termination.

Ending these Terms does not cancel a membership. To cancel a membership, follow section 6.1 of the Membership Agreement.

Section 19 – Entire Agreement

Our failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision. These Terms and any policies posted by us on this site constitute the entire agreement between you and us regarding your use of the site, superseding any prior versions of these Terms. Matters relating to memberships are governed by the Membership Agreement.

Section 20 – Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 21 – Changes to These Terms

You can review the most current version of these Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates to our website. Your continued use of the site following the posting of any changes constitutes acceptance of those changes. Changes to the Membership Agreement are governed by section 13.2 of that Agreement and are not subject to this section.

Section 22 – Contact Information

Questions about these Terms should be sent to us at info@j17fitness.com.

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