

ELEVATE WELLNESS & PERFORMANCE CO. INC.

WEBSITE TERMS OF SERVICE & MEMBERSHIP AGREEMENT

Website, booking portal, purchases, memberships and facility access | Ontario

Effective / Last Updated: September 3, 2026

IMPORTANT - PARTICIPATION WAIVER IS SEPARATE

These Terms govern accounts, bookings, purchases, memberships and use of Elevate's website and related services.

Before taking part in any sauna, cold plunge, contrast, red-light, compression, breathwork, movement or other physical wellness Activity, each adult Participant must separately accept Elevate's Adult Participant Waiver. A Participant under 18 requires Elevate's approval and a completed Parent / Guardian Consent and Waiver form. These Terms do not replace either waiver form.

YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give the supplier a reason for cancelling during this 10-day period.

In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

Supplier and notice address: Elevate Wellness & Performance Co. Inc. | 395 Main Street East, North Bay, Ontario P1B 9M2

Agreement and Acceptance

This Website Terms of Service and Membership Agreement (the 'Agreement' or 'Terms') is a legal agreement between you and Elevate Wellness & Performance Co. Inc., operating as Elevate Wellness & Performance ('Elevate,' 'we,' 'us' or 'our'). Elevate's principal facility and notice address is 395 Main Street East, North Bay, Ontario P1B 9M2.

These Terms apply to Elevate's website, booking portal, mobile experience, accounts, electronic communications, memberships, class packs, drop-ins, events, workshops, retail purchases, facility access and related services (collectively, the 'Services'). Schedule A and the plan, price, booking or purchase details presented before a transaction form part of this Agreement.

You accept these Terms when you sign them, click an acceptance box after being presented with them, create or use an account, purchase or redeem a Service, or continue using a Service after a properly disclosed update. Mandatory law prevails over any conflicting provision.

Part 1 - Access, Accounts and Services

1. Eligibility and Minors

You must be at least 18 and legally capable of entering contracts to create an account or purchase a membership for yourself. A parent or legal guardian may create or pay for a minor's account only with Elevate's approval.

A person under 18 may participate only in Activities Elevate has approved for that age, with any required supervision, and after a parent or legal guardian completes Elevate's separate Parent / Guardian Consent and Waiver. Elevate may impose higher minimum ages or decline participation where reasonably necessary for safety or insurance compliance.

2. Accounts and Security

You must provide accurate, current and complete information and promptly update it. You are responsible for activity through your account and for keeping login credentials confidential. Notify Elevate immediately at info@experienceelevate.ca if you suspect unauthorized access.

Accounts, memberships and booking credentials are personal and may not be shared, transferred, sold or used to reserve Services for an unauthorized person. Elevate may require identification at check-in or before account changes.

3. Service Scope and Separate Waiver

Services may include sauna and heat exposure; cold plunge; contrast therapy; red and near-infrared light; pneumatic compression; guided breathwork, meditation and mindset sessions; movement, recovery and educational classes; leadership programs; workshops and events; showers, change areas, studios, lounges, hydration and retail offerings; and services made available by independent practitioners.

Purchase or account acceptance does not authorize physical participation by itself. Each Participant must accept the applicable current waiver before an Activity. Elevate may require a new waiver after a material change to Activities, risk information, health information, age or the waiver terms.

4. Wellness and Medical Disclaimer

Elevate is a wellness and performance facility, not a hospital or emergency facility. Unless a Service is expressly delivered by an identified regulated health professional under a separate agreement, Services are not medical care, diagnosis, treatment, physiotherapy, psychotherapy or a substitute for professional medical advice. No particular result is promised.

You are responsible for deciding whether each Service is appropriate for you, consulting a qualified health professional where appropriate, completing safety screening truthfully and following all staff, equipment and manufacturer instructions. Elevate may postpone or refuse an Activity if safety information, medical clearance or appropriate supervision is missing.

5. Bookings, Arrival and Attendance

Reservations are subject to availability, capacity, posted schedules, age limits and check-in rules. Arrive with enough time to review instructions and prepare safely. Late arrival may shorten a session or result in denied entry where admission would disrupt a class or create a safety concern.

The cancellation window, late-cancellation fee, no-show consequence and waitlist rules applicable to a booking must be disclosed before confirmation or recorded in Schedule A. Elevate may treat a missed booking as used only where that consequence was properly disclosed and permitted by law.

6. Guests

Guest privileges are limited to the plan terms disclosed at purchase. A guest must be eligible, separately accept the applicable waiver and safety terms, and follow all facility rules. The account holder remains responsible for disclosed guest charges but cannot waive another adult's legal rights.

7. Safety and Conduct

Follow posted rules and staff directions; use equipment only as instructed; wear required clothing or protective equipment; keep wet areas clear; respect time limits; and promptly report hazards, damage, illness or injury. Do not participate while impaired by alcohol, cannabis, illegal drugs or medication that affects safe judgment, balance, circulation, breathing or temperature regulation.

Harassment, threats, violence, discrimination, sexual misconduct, bullying, hate speech, unsafe conduct, deliberate property damage, unauthorized commercial activity and recording others without permission are prohibited. Elevate may require a person to leave immediately where reasonably necessary for safety, dignity or orderly operation.

8. Independent Practitioners

Massage therapists, occupational therapists, athletic therapists, kinesiologists and other practitioners may operate independently from Elevate. Unless Elevate expressly identifies itself as the provider, the practitioner's clinical assessment, advice, records, consent, privacy practices, scheduling and fees are governed by a separate agreement between you and that practitioner. Elevate remains responsible for obligations that law assigns to it concerning common premises or Elevate's own conduct.

Part 2 - Memberships, Purchases and Payments

9. Individual Plan Details

The selected plan, included Services, availability date, start and expiry dates, facilities, fees, taxes, payment schedule, renewal method, booking rules and special terms must be recorded in Schedule A or in an equivalent electronic membership record delivered to you. Access and benefits are personal and non-transferable unless Elevate agrees otherwise in writing.

10. Term and Availability

No initial personal development services term will exceed one year. Elevate will not require or accept payment for Services that are not yet available except as permitted by Ontario law, including any required trust arrangement. If a promised Service is unavailable when stated, the reduction, credit, alternative or refund recorded in Schedule A and any mandatory legal remedy will apply.

11. Recurring Billing Authorization

If Schedule A identifies recurring billing, you authorize Elevate and its payment processor to charge the payment method on file for the disclosed fee, applicable HST and properly disclosed charges on each billing date until the membership ends. You must promptly update expired or declined payment information. A declined-payment, chargeback or administrative fee may be charged only if disclosed before purchase and permitted by law.

12. Thirty-Day Membership Cancellation

After any statutory cooling-off period, you may cancel a recurring membership for any reason by giving Elevate at least 30 days' written notice through the booking portal's cancellation function, by email to info@experienceelevate.ca, or by another written method recorded in Schedule A that allows you to prove the notice date. A telephone or social-media message is not effective unless Elevate confirms it in writing.

Cancellation takes effect 30 days after Elevate receives the notice. Membership access and properly disclosed charges continue only through that effective date. Elevate will prorate or reverse any recurring membership amount charged for a period after the effective date. This section does not limit a statutory cancellation right that applies sooner or on different terms.

13. Statutory Cancellation Rights

The consumer notice on page 1 applies to a qualifying personal development services agreement. Ontario law may also provide extended cancellation or other remedies if required agreement content is missing, Services are unavailable, an unfair practice occurs or another statutory ground applies. Nothing in these Terms waives a mandatory consumer right.

14. Renewal and Extension

Unless Schedule A states a lawful fixed term, recurring memberships renew for successive one-month periods. A fixed-term agreement will renew or extend only in the manner allowed by law and described in Schedule A. Elevate will provide any required renewal notice using the method selected in Schedule A. A renewal will not occur if you notify Elevate before the renewal time that you do not want it renewed.

15. Prices, Taxes and Price Changes

Prices are in Canadian dollars and subject to HST unless expressly stated otherwise. Elevate may change a recurring price prospectively after any notice required by law and at least 30 days' notice where no longer period applies. A price change does not alter charges already paid for a fixed prepaid term.

16. Payment Processing

A third-party processor may handle card or pre-authorized debit payments. Its terms and your financial institution's terms also apply to payment processing. Elevate remains responsible for its own legal obligations and will handle transaction information in accordance with its privacy practices.

17. Refunds, Credits and Missed Services

Except for refunds required by law or expressly promised in Schedule A, completed Services, missed reservations and unused membership benefits are non-refundable and do not roll over. If Elevate permanently discontinues a prepaid Service, closes the applicable facility or materially reduces prepaid access, it will provide the refund, credit or remedy required by law. Retail returns follow the terms disclosed at purchase and applicable law.

18. Trials, Promotions and Coupons

A free trial, discount, promotion or coupon is subject to its disclosed eligibility, duration, quantity and redemption rules. A trial that converts to paid recurring service must clearly disclose the conversion date, price and cancellation method before enrollment. Coupons have no cash value, cannot be copied or resold, and may not be combined unless stated otherwise.

19. App-Store Purchases

If Elevate later offers a subscription through Apple, Google or another app marketplace, billing, renewal and cancellation through that marketplace are also subject to its terms. Where marketplace rules control the transaction, cancellation must be completed in the applicable account settings. Mandatory consumer rights continue to apply.

Part 3 - Digital Services, Privacy and Communications

20. Limited Digital License

Subject to payment and compliance with these Terms, Elevate grants you a personal, limited, revocable, non-exclusive and non-transferable right to use its website, booking portal and digital content for lawful, non-commercial purposes. No ownership right is transferred.

21. Prohibited Digital Use

Do not interfere with security; scrape or harvest data; introduce malicious code; bypass access controls; reverse engineer software except where law expressly permits; impersonate another person; automate bookings unfairly; copy or sell content; or use the Services to violate law or another person's rights.

22. Intellectual Property

Elevate's names, logos, text, graphics, photographs, videos, class materials, programming, software and other content are protected by intellectual-property rights owned by Elevate or its licensors. You may not reproduce, publish, modify, distribute, sell or commercially exploit them without prior written permission.

23. Third-Party Platforms and Links

A booking platform, payment processor, app store, social network or linked website is operated by its provider and may have separate terms and privacy practices. Elevate is not responsible for a third party's independent acts, but this does not exclude Elevate's responsibility for its own selection, instructions or conduct where law provides otherwise.

24. Privacy

Elevate may collect identity, contact, account, transaction, booking, facility-access and limited health or safety information needed to provide Services, protect participants, meet legal obligations and operate the business. Health and other sensitive information will be limited to what is reasonably necessary and handled with appropriate consent and safeguards. Elevate's current Privacy Policy provides further details about purposes, service providers, retention, access and contact rights.

Do not post another person's personal information, private message, image or health information without permission. If security cameras are used, Elevate will provide notice and will not place cameras in showers, change areas or other spaces where intimate privacy is reasonably expected.

25. Electronic Communications

You consent to electronic communications necessary to administer your account or transaction, including receipts, booking confirmations, schedule or safety updates, renewal and price notices, and changes to these Terms. Electronic records satisfy writing and delivery requirements to the extent permitted by law.

Promotional email or text messages require any consent mandated by Canada's anti-spam law and will include required sender information and an unsubscribe mechanism. Withdrawing marketing consent does not stop essential service communications.

26. Photography and Recording

Do not record or publish another participant's image, voice, personal information or conversation without permission. Elevate will obtain separate consent before using an identifiable participant's image or testimonial for marketing unless another lawful basis applies. Declining promotional media consent does not affect eligibility for Services.

27. Service Changes

Elevate may make reasonable operational changes to schedules, staff, equipment, amenities, platforms and features. It will not use this clause to avoid providing a material prepaid benefit without an appropriate remedy. Elevate may cancel or reschedule a Service and will provide notice and any credit or refund required by the applicable booking terms or law.

Part 4 - General Legal Terms

28. Suspension and Termination by Elevate

Elevate may suspend an account, booking or participation for non-payment, fraud, credential sharing, material breach, unsafe conduct, harassment or a reasonable safety concern. Where practical and appropriate, Elevate will give notice and an opportunity to correct the issue. Immediate removal may occur where necessary to protect people or property. Any refund or continuing payment obligation remains subject to this Agreement and mandatory law.

29. Digital-Service Disclaimer

Websites, apps, networks and electronic content may experience interruptions, errors or incompatibility. To the extent permitted by law, digital Services are provided on an 'as available' basis without a promise of uninterrupted or error-free operation. This does not limit a statutory warranty or right that cannot be excluded.

30. Limited Liability for Non-Activity Claims

The separate Participant Waiver governs claims arising from physical Activities and use of the Premises. For a claim arising only from the website, account administration or a purchase, and only to the extent permitted by law, Elevate's aggregate liability is limited to the greater of the amount you paid Elevate in the six months before the event and \$500. This limit does not apply to personal injury or death, fraud, wilful misconduct, a breach of privacy law, or liability that cannot lawfully be limited.

31. Responsibility for Misuse

You are responsible for loss or third-party claims caused by your unlawful, fraudulent or intentional misuse of the Services, infringement of another person's rights, deliberate property damage or unauthorized account activity that resulted from sharing your credentials. This section does not require you to indemnify Elevate for Elevate's own negligence or liability that law does not permit Elevate to transfer.

32. Changes to These Terms

Elevate may update these Terms prospectively by posting or delivering the revised version and changing the Last Updated date. Material changes to payment, renewal, cancellation, privacy or risk terms will be brought to your attention and, where required, take effect only after notice or renewed acceptance. Changes do not retroactively remove accrued rights.

33. Assignment

You may not assign or transfer this Agreement, account or membership without Elevate's written consent. Elevate may assign this Agreement with a sale, restructuring or transfer of the business or facility if the assignee assumes Elevate's applicable obligations and mandatory consumer rights are preserved.

34. Entire Agreement; No Reliance

These Terms, Schedule A, the current Privacy Policy, the separate Participant Waiver and purchase or booking terms disclosed before the transaction are the entire agreement about their respective subject matter. A

specific written promise made by Elevate and relied on by you remains subject to applicable consumer law. Headings assist navigation and do not limit meaning.

35. Severability and No Waiver

If a provision is invalid, illegal or unenforceable, it will be read down or severed only to the minimum extent necessary and the remaining provisions continue. Elevate's delay in enforcing a provision is not a waiver. No provision waives a right or remedy that cannot be waived under consumer-protection, privacy, human-rights or other applicable law.

36. Governing Law and Courts

This Agreement is governed by Ontario law and the federal laws of Canada applicable in Ontario. Subject to a non-waivable right to proceed elsewhere, the parties submit to the courts of Ontario. Nothing prevents either party from using a lawful consumer complaint, regulator or small-claims process.

37. Notices and Contact

Questions, complaints, statutory cancellation notices and membership cancellation notices may be sent to Elevate Wellness & Performance Co. Inc. at info@experienceelevate.ca or delivered to 395 Main Street East, North Bay, Ontario P1B 9M2. Telephone: 705-498-0202. Website: experienceelevate.ca. A notice is effective when received, subject to any rule of law that provides otherwise. Keep proof of delivery.

38. Electronic Signatures and Copies

Electronic acceptance and signatures are intended to have the same effect as handwritten signatures to the extent permitted by law. Elevate will provide or make available a copy of the completed membership agreement in writing, including electronically, within the time required by law.