

TARA ABEL FITNESS: TERMS AND CONDITIONS
Revised July 31, 2020

Tara Abel, operating as Tara Abel Fitness, has agreed to provide the Services to the Client, on the following terms and conditions.

1. Definitions:

- a) "Agreement" means these Terms and Conditions, the Privacy Policy, One-on-One Personal Training Program Agreement, if any, or any other Coaching Agreement entered into by the Client and Tara Abel Fitness;
- b) "App" means Tara Abel Fitness' App on Google;
- c) "Client", or "you", means the individual client who is using the Services;
- d) "Group Coaching Services" means group coaching offered either in person or provided online through the Website on a subscription basis;
- e) "Group Coaching Subscription" means the Group Coaching Services provided by monthly subscription;
- f) "In Person Classes" means any Services (individual or Group Coaching Services) offered by Tara Abel Fitness whereby the Client attends in person as opposed to online, and include without limitation: the Client's home, a rented facility, or a public space;
- g) "Minor Guest" means any individual under the age of 18 in the Client's care during the participation in the Services;
- h) "One-on-One Coaching" means a specialized plan created individually to provide Services to the Client, either in person or online;
- i) "One-on-One Personal Training Program Agreement" means the agreement entered into between the Client and Tara Abel Fitness for One-on-One Coaching;
- j) "Privacy Policy" means the policy found on the Website that addresses Tara Abel Fitness' treatment of Clients' personal information;
- k) "Proprietary Materials" means information and materials prepared and owned by Tara Abel Fitness and used in the provision of Services;
- l) "Services" means any free or paid for exercise or nutritional program, coaching or information available in person or online provided by Tara Abel Fitness or Third Party Content, and access to and use of the Website, Social Media Pages and the App;
- m) "Social Media Pages" means any social media pages or platforms that Tara Abel Fitness uses;
- n) "Terms and Conditions" means these terms and conditions;
- o) "Testimonial" means any written or oral review submitted by the Client regarding her results from participating in the Services;
- p) "Third Party Content" means exercise or nutritional advice or programming created or provided by any party that is not Tara Abel Fitness which is accessible through the Website, App or Social Media Pages; and
- q) "Website" means www.taraabel.com.

2. Acceptance of Terms and Conditions: Use of the Services, including without limitation, accessing the Website, Social Media Pages, and any of the content or links contained therein for any purpose whatsoever, including paid services, free services, or for informational purposes, is subject to these Terms and Conditions. If you do not accept these Terms and Conditions, you must **NOT** use the Services.

3. Changes to Terms and Conditions: We reserve the right to update these Terms and Conditions from time to time. The current version of the Terms and Conditions will be available on the Website at all times and it is your responsibility to regularly review these Terms and Conditions and be aware of any changes thereto. If any material changes are made, notice will be posted on the home page of the Website.

4. Health and Safety: a) Tara Abel Fitness' primary goal is to provide SAFE fitness coaching and nutritional advice. It is extremely important that you use the Services within your own physical and mental capabilities. There may be increased risks associated with participation in the Services depending on your current health status. It is recommended that you consult with your physician prior to commencing any exercise or nutritional program.

b) If at any point during the use of the Services you experience pain, shortness of breath, symptoms, or increase in symptoms (orthopedic pain or injury, diastasis recti, incontinence, prolapse, pelvic pain, etc.), you should discontinue use of Services and consult with your physician before resuming the Services. Tara Abel Fitness may require a clearance letter from your physician prior to resuming use of the Services.

c) If an assessment is required prior to the commencement of One-on-One Coaching, it is imperative that you answer honestly and completely. It is also your responsibility to inform me of any change to your circumstances, including, but not limited to pregnancy. It is your obligation to obtain a physician's clearance to begin or continue the use of Services if you are, or become, pregnant. The Services may be modified to take into account changes to your health; however, without that knowledge, I am not able to adjust the Services to accommodate.

5. Disclaimer: Tara Abel is **NOT** a licenced medical care provider and does not claim to have expertise in diagnosing, examining, or treating medical conditions. The information, advice and coaching is provided for information purposes and is not a substitution for medical advice.

6. Acknowledgment of Risk: a) General: There are risks associated with any physical activity, exercise program or nutritional program. If you use any of the Services: you do so at your own risk; you agree that you are voluntarily participating in the Services; and you assume all risk of physical injury or damage to property.

b) COVID-19 or other Specific Health Risks: If Services are provided in person, you acknowledge there may be an increased health risk such as contracting a virus. Tara Abel Fitness shall comply with any Public Health Orders in effect at the time of the provision of such Services. You agree that you are voluntarily assuming this increased health risk by participating in such Services.

c) In Person Class Location: Tara Abel Fitness makes no representation or warranty about the safety of the location where the In Person Classes are held. The Client is responsible for assessing the risk associated with participating and determining whether to assume such risk.

7. Minors and In Person Classes: In the event you attend In Person Classes, and bring any Minor Guests, you agree to be responsible for the Minor Guests in your care, and without limiting Section 8(a) and (b), you agree not to pursue a claim against Tara Abel in the event a Minor Guests is injured while in attendance at the In Person Class, and you agree to Indemnify Tara Abel in the event any claim is brought against Tara Abel on behalf of the Minor Guests.

8. Waiver of Liability and Indemnity: a) Waiver of Liability: To the extent permissible by law, you agree to release and discharge Tara Abel and Tara Abel Fitness from any and all claims, losses, or causes of action arising out of Tara Abel's provision of Services and your use of Services for any cause whatsoever, including negligence, by Tara Abel or Tara Abel Fitness. Tara Abel Fitness shall not be liable for damage or loss of any kind in connection to the Client's use, or inability to use, the Website, Social Media Pages or the App, including any direct, indirect, special, incidental, consequential damages (including, without limitation loss of profits).

b) Indemnity: You agree to indemnify and hold harmless Tara Abel and Tara Abel Fitness from all actions, proceedings, claims, damages, and costs (including legal fees on a solicitor-client basis) arising in any way associated with your use of Services. This Section shall survive the termination of Services and shall be binding on the Client's heirs, next of kin, executors, administrators and assigns.

c) Third Party Content: You may access exercise and nutritional advice, information, and programs prepared by a third party through the Website, App or Social Media Pages. The Third Party Content is solely the responsibility of the person or entity that has created the Third Party Content. Tara Abel Fitness disclaims any liability whatsoever with respect to the Client's use of Third Party Content.

9. No Guarantees, Warranties or Representations for Services or Website: a) Services: Tara Abel Fitness does not guarantee any particular outcome or result from use of the Services. Individual success is dependent upon factors beyond Tara Abel Fitness' control. The Client is responsible

for putting forth best efforts and using the Services safely and within her own individual capabilities. Although Tara Abel Fitness is dedicated to helping Clients succeed, no guarantee or warranty is made about the ultimate results of participation in the Services. No representations, verbally or in writing, have been made by Tara Abel Fitness regarding the anticipated results of use of the Services.

b) Website: Tara Abel Fitness does not guarantee the availability or security of the Website. Tara Abel Fitness reserves the right to amend or withdraw portions of the Website from time to time and access may be temporarily restricted. Tara Abel Fitness does not give any guarantee or warranty that the Website will be available or that the files available to download from the Website are free of viruses or other destructive code. You are solely responsible for implementing sufficient safeguards. Tara Abel Fitness is not responsible for any loss or damage caused by your use of the Website which is strictly at your own risk. The Website and all content and information is provided on an 'as is' basis without any warranties of any kind, express or implied. No representation has been made regarding the completeness, security, reliability, quality, accuracy or availability of the Website. No guarantee or warranty has been made that the Website or the content will be accurate, reliable, error-free or uninterrupted, that any defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components. To the fullest extent permitted by law, Tara Abel Fitness disclaims any warranty of any kind whatsoever regarding the Website and its content.

10. Services: The Services provided by Tara Abel Fitness include without limitation: **a) One-on-One Coaching:** If the Client has entered into a One-on-One Personal Training Program Agreement, these Terms and Conditions continue to apply, except to the extent they are contradictory, in which case, the terms in the One-on-One Personal Training Program Agreement shall prevail. One-on-One Coaching may be offered in person or online. If the One-on-One Coaching Services are provided in person, special attention should be given to Sections 6 and 7.

b) Group Coaching: If the Client is accessing the Group Coaching Services, the subscription to the Services shall be paid by PayPal, Stripe or such other method approved by Tara Abel Fitness. The Group Coaching Subscription can be cancelled by the Client at any time by notice in writing / or via email, in which case access to the Group Coaching Services will be discontinued 30 days after the last subscription payment. Failure to submit payments as required is grounds for Tara Abel Fitness to immediately terminate the Services.

c) DIY Services: If the Client is using the DIY Services, links to videos on Tara Abel Fitness YouTube channel will be provided following payment through PayPal, Stripe or such other method approved by Tara Abel Fitness. Use of the DIY

Services is at the Client's own risk. No supervision (except in accordance with Section 10(d)) or coaching is provided by Tara Abel Fitness for the use of DIY Services. The Client is encouraged to follow the recommendation of obtaining clearance by a physician prior to the commencement of any fitness program.

d) Supervision: If the Client requests assistance with any of the Services or content made available through the Website, the Client may contact Tara Abel through her Facebook group. If a particular exercise or instruction is causing difficulties or pain to you, you are instructed to discontinue the exercise or instruction and seek medical advice and/or clarification from Tara Abel Fitness. Although Tara Abel Fitness is available to provide this type of support, in no way does this override medical advice or opinion.

11. Intellectual Property: The Client acknowledges that Proprietary Materials accessible through the Website and use of the Services are subject to intellectual property rights. Tara Abel Fitness retains ownership to all the intellectual property in the Proprietary Materials provided on the Website, App, Social Media, or in person. The Client has been granted a temporary, non-transferable licence to use the Proprietary Materials. There is no implied licence to reproduce, sell or otherwise distribute the Proprietary Materials. The Client shall not modify, delete copyright notification, or distribute Proprietary Materials for any commercial purpose. If you would like to request authorization to use the Proprietary Materials for any purpose not specifically stated herein, email your request to info@taraabel.com.

Third Party Content is also subject to intellectual property rights of the third party creator. The Client shall only be permitted to use the Proprietary Materials and Third Party Content for the purpose stated herein and shall not reproduce, distribute or use the Proprietary Materials or Third Party Content for any other purpose. If the Client violates, or Tara Abel Fitness has reason to believe that a violation may occur, Tara Abel Fitness shall be entitled to seek injunctive relief to prohibit any breach of this Section.

12. Affiliate and Sponsorship Disclosure: There may be affiliate links or information on the Website or Social Media Pages. Tara Abel Fitness may receive compensation from the affiliate if the Client purchases goods or services. Items on the Website may be part of a sponsorship agreement which will be disclosed as a sponsored post by being marked #Ad. Although Tara Abel Fitness only promotes businesses in which she believes, Tara Abel Fitness shall not be liable for any loss, claims or damages resulting from the Client's or any third party's use of any affiliate goods or services or sponsorship goods or services.

13. Privacy Policy: Clients' personal information is collected, stored and used in accordance with Tara Abel Fitness' Privacy Policy on the Website. The Client gives express consent for Tara Abel Fitness to use any Client Testimonial on the Website, Social Media Pages, App, or any promotional and advertising materials, subject to the Client's specific request for unanimity, if applicable.

Access to the Website and/or some of the resources it offers, may require certain registration details or other information. It is a condition of your use of the Website that all information you provide is current, accurate and complete. All information provided is subject to the Privacy Policy. If a username and password are required, you are obligated to keep the information secure, and not share your login information with any other party. You shall notify us of any unauthorized access to, or use of, your login information.

14. Acceptable Use of Website and Social Media Pages: Any user of the Services is required to be a minimum of 18 years of age. The Website and Social Media Pages are only to be used for the intended purpose in accordance with these Terms and Conditions.

You are prohibited from using the Website and Social Media Pages:

- a) in any way that violates any applicable federal, provincial, local or international law or regulation;
- b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- c) to transmit, or procure the sending of, any advertising or promotional material, including any 'junk mail', 'chain letter', 'spam' or any other similar solicitation;
- d) to impersonate or attempt to impersonate Tara Abel Fitness or an employee of Tara Abel Fitness, or another user, or any other person or entity (including, without limitation by using email addresses, or screen names associated with any of the foregoing);
- e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Social Media Pages, or which may harm Tara Abel Fitness or users of the Website or Social Media Pages or expose them to liability;
- f) in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website and Social Media Pages, including their ability to engage in real time activities through the Website and Social Media Pages;
- g) use any robot, spider, or other automatic device, process, or means to access the Website and Social Media Pages for any purpose, including monitoring or copying any of the material on the Website and Social Media Pages; or
- h) use any manual process to monitor or copy any of the material on the Website and Social Media Pages without prior written consent.

15. Reliance on Information: The information contained on the Website is for general information purposes only. Tara Abel Fitness does not warrant the accuracy, completeness, or usefulness of this information. The Website may be updated from time to time; however the information is not necessarily complete or current and we are under no obligation to remove any potentially out-dated information. Reliance on the information is strictly at the Client's own risk. Without limiting the disclaimer of liability contained herein, we specifically disclaim any liability for your reliance upon the information on the Website.

16. Client's Comments and Concerns: If you have any concerns regarding copyright infringement on the Website, a notice may be sent to info@taraabelfitness.com outlining the nature of the infringement and supporting screenshots. Any other requests for information, assistance, or technical support shall also be submitted to info@taraabelfitness.com.

17. Force Majeure: In the event either party is prevented from performing, or is unable to perform, any of its obligations under these Terms and Conditions due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to: war; acts of terrorism or riots; natural disasters including earthquake, flood, hurricane; acts of God; Government declared state of emergency whether or not related to pandemic, epidemic or disease related events) the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected party: provides the other party with notice and expected duration of the event; uses commercially reasonable efforts to address and mitigate the cause and effect of such event; provides periodic notice of relevant developments; and provides notice of the end of such event.

18. Waiver: No failure or delay by Tara Abel Fitness in enforcing any right or remedy in these Terms and Conditions will be construed as a waiver or limitation of any future exercise of such right or remedy.

19. Severability: If any portion of hereof is deemed by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be severed and the remaining provisions of this Agreement will remain in full force and effect.

20. Survival: Upon the conclusion of the Services, any provision which expressly provides, or in the context implies, shall continue in force and effect after the termination of the Services, or the contract under which the Services are provided.

21. Governing Law and Jurisdiction: The use of the Services, including the Website, and these Terms and Conditions shall be governed by and construed in accordance with the laws of

the Province of Alberta and the Parties irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta in respect of any matter arising out of these Terms and Conditions, or the Services.

22. Entire Agreement: The Terms and Conditions, together with any supplementary contract, if applicable, constitute the entire agreement regarding the subject matter contained herein and supersede all prior written and oral representations.