

## TERMS AND CONDITIONS AND PRIVACY POLICY

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### TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions, which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Charlene Gibbons and Lily McEvenue, a General Unlimited Partnership licensed under the name Movement Arts Method, based in the Province of Ontario (“**Movement Arts**”). Movement Arts may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Trademark & Copyright.** Logos for Movement Arts are trademarks of Movement Arts and its affiliates (the “**Marks**”). You must obtain written permission from Movement Arts to use the Marks. All materials created by Movement Arts on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Movement Arts. The contents of this Site are all copyrighted by Movement Arts, unless otherwise noted. You must obtain written permission from Movement Arts to use the contents of the Site in any manner not authorized by these Terms and Conditions.
2. **Links to Third-Party Websites.** This Site may contain links to third-party websites. All such linked sites, materials and pages are not under the control of Movement Arts and Movement Arts is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third-party website. Movement Arts accepts no liability for any errors or omissions contained in third-party websites. These links are provided to improve your use of this Site, enable you to connect with Movement Arts on various platforms, help Movement Arts offer the easiest services for you and conduct transactions.
3. **Use License.** If Movement Arts has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
  - 3.1. Modify or copy the materials;
  - 3.2. Use the materials for any commercial purpose or for any public display (commercial or non-commercial);
  - 3.3. Transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions, and may be terminated by Movement Arts at any time. Upon terminating your viewing of these materials or

upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: All sales are final. Our Services are non-refundable.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site are for informational and educational purposes only. What we share is Movement Arts' opinion and perspective. The information and education are not intended or implied to supplement or replace professional advice. Before taking any action, please consult a professional.
6. **No Guarantees.** We make no guarantees about any particular results or benefits that you'll get from our Site, our products or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any clearer about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** Movement Arts may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Movement Arts modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Movement Arts or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Movement Arts has been notified orally or in writing of the possibility of such damage.
9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to Movement Arts' Site to the exclusive jurisdiction of the courts of the Province of Ontario, without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify Movement Arts and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Movement Arts linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Movement Arts relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Movement Arts. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Movement Arts to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

## PRIVACY POLICY

Movement Arts understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Movement Arts and its subsidiaries and affiliates (collectively, “**Movement Arts**”) with respect to how Movement Arts collects your personal information. It also describes how Movement Arts maintains, uses, and discloses personal information. This Privacy Policy also sets out how you can access certain information that Movement Arts may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information, as further defined under applicable privacy laws (“**Personal Information**”). Personal Information does not include any information that is aggregated or otherwise de-identified.

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Movement Arts. This Privacy Policy does not apply to such third-party websites, and Movement Arts is not responsible for the content of such third-party websites or the privacy practices of such third parties. Movement Arts encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to Movement Arts and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Movement Arts at [Info@movementarts.ca](mailto:Info@movementarts.ca). You understand that if you withdraw your consent, Movement Arts may not be able to continue to offer its services and provide its information to you.
2. **Children Under 18.** The Site is not intended for children under 18 years of age. No one under the age of 18 may use or provide any Personal Information to or on the Site. Movement Arts does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, including registering, making purchases, using interactive features, or submitting any personal details (such as your name, address, telephone number, email address, or user name). If Movement Arts learns we have collected or received Personal Information from a child under 18 without verifiable parental consent, we will promptly delete that information. If you believe we have any information about or from a child under 18, please contact us at [Info@movementarts.ca](mailto:Info@movementarts.ca).
3. **Revisions to this Privacy Policy.** Movement Arts reserves the right, in Movement Arts’ sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Movement Arts will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Movement Arts will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
4. **Personal Information**
  - 4.1 **What do we collect?** Movement Arts may directly collect your name, address, **phone number, birthday, billing address and email address**. There may be other information you provide but that will not be collected by Movement Arts and instead will be collected by the third parties Movement Arts works with, as outlined in 4.4.
  - 4.2 **Email and Phone Number.** We may collect your email address and phone number and may send you a newsletter or other promotional materials through email for promotional or informational purposes. Subscribing to our newsletters is optional, and you will always be able to unsubscribe. This applies to any information you submit through our website or

provide to us in any other manner. We may contact you via phone if there is information that would be beneficial to share with you. In accordance with this Privacy Policy, if you do not want to be reached by phone, you can choose not to share your phone number or ask us not to contact you via phone.

**4.3 Biometrics.** Movement Arts may collect and store your biometric data, including height, weight, calculated BMI, and before-and-after photographs, for the express purposes of tracking your fitness progress, tailoring personalized training programs, and evaluating the effectiveness of their services. This information will be handled with all reasonable security measures, retained only as long as necessary, and used in accordance with applicable data privacy laws. With your permission and a signed Media Release Agreement, Movement Arts may use your before-and-after photographs for promotional purposes. You can refuse to provide this information, but this might limit Movement Arts' ability to provide you with personalized services.

**4.4 Third Parties.** Movement Arts may work with third-party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties that Movement Arts may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.4.1 MailChimp: <https://www.intuit.com/privacy/statement/>
- 4.4.2 Squarespace: <https://www.squarespace.com/privacy/>
- 4.4.3 Stripe: <https://stripe.com/privacy>
- 4.4.4 Facebook: <https://www.facebook.com/privacy/policy>
- 4.4.5 Instagram: <https://privacycenter.instagram.com/policy>
- 4.4.6 Zoom: <https://zoom.us/privacy>
- 4.4.7 Google Workspace: <https://policies.google.com/privacy?hl=en>
- 4.4.8 PayPal: <https://www.paypal.com/en/webapps/mpp/ua/privacy-full>
- 4.4.9 Acuity: <https://www.squarespace.com/privacy>
- 4.4.10 Momence: <https://momence.com/webflow/documents/privacy-policy.pdf>

**5. How will Movement Arts use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offers, and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by Movement Arts but instead by one of the third parties listed in section 4.4 above.
- 5.2. Your name and email address are collected but will not actually be stored on the Site. Any information captured will be processed through third-party websites in section 4.4 above.
- 5.3. Your phone number may be used to contact you via phone if there is information we would like to share that we feel would benefit you.
- 5.4. If you subscribe to our newsletter, your Personal Information will be used to send the newsletter to you.
- 5.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails.

- 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding the Service you purchased.
- 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law.
- 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.
6. **Storing Your Personal Information.** Movement Arts may store your Personal Information when you interact with the Site. **Movement Arts will be happy to delete any of your Personal Information it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Movement Arts.
7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Movement Arts and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and Movement Arts abide by all relevant Canadian laws in all aspects of our operations. As such, we abide by all the rules of CASL (Canadian Anti-Spam Laws) and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our compliance with this legislation, feel free to reach out to [Info@movementarts.ca](mailto:Info@movementarts.ca).
9. **Affiliate Relationships.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we believe may be of interest to visitors to our website. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and are compensated when our readers click on the link or purchase the product or service. (That compensation comes from our affiliate, not you.) Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
10. **Do Not Track Signals.** Movement Arts currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is still working on Do Not Track standards and has no accepted standard for how to respond to such signals.
11. **Analytics.** The Site keeps the following information from your visits to our webpage: We use visitor information to improve our customer engagement. It tells us where and when people visit the Site, how long they stay, and their IP addresses for website and server security.
12. **Cookies.** The Site uses 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition, the Site also uses cookies that are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
- 12.1. A cookie is a small text file that is sent by the Site's servers to your hard drive and can only be read and interpreted by those servers. No Personal Information is stored in the cookie and there is nothing on it that can identify you personally.
- 12.2. Cookies play an important role in how you interact with the Site, enabling the Site's features to function, helping the Site understand your preferences, and thus improving your experience on the Site. If you do not want cookies from the Site, simply adjust your web browser settings to disable them. This may change the way you access the Site and may also render some of the Site's features unusable, but of course, it is your choice to do so.

13. **Disclosure of Personal Information.** Movement Arts will NEVER sell or license any Personal Information we collect from you. Movement Arts is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Movement Arts, you agree to be bound to and consent to the provisions of our third parties' privacy policies.
14. **Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by Canadian laws and the Province of Ontario. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Ontario. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the Province of Ontario.
15. **Your Consent.** By choosing to provide Movement Arts with your Personal Information, you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
16. **Protecting Your Privacy.** Movement Arts is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Movement Arts makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
17. **The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to the interception of information. We cannot guarantee that the information you provide to Movement Arts over the internet or otherwise will not be intercepted by third parties while it is being communicated by means outside Movement Arts' control.
18. **Verifying and Amending Your Personal Information.** Movement Arts tries to ensure that all Personal Information about you in our possession is accurate, complete, and up-to-date. Please contact us at [Info@movementarts.ca](mailto:Info@movementarts.ca) to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Movement Arts at any time or seek to make corrections to it.
19. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall be settled exclusively by binding arbitration conducted in the Province of Ontario or through such other arbitrator as mutually agreed upon by the parties. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction. The losing party shall bear the costs of arbitration. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award, to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
20. **Resolving your concerns.** If you have any questions or concerns about Movement Arts' Personal Information collection, use and disclosure practices, please let us know at [Info@movementarts.ca](mailto:Info@movementarts.ca), and we will do our best to help you.