

THE REALM FITNESS TERMS AND CONDITIONS OF USE OWNERSHIP

Ownership

Effective Date: August 2025

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The Realm Fitness has created this Site for your personal enjoyment, entertainment, and education. By using this Site, you agree to these Terms of Use and our **Privacy Policy**, which governs how we handle your personal data in compliance with Canadian privacy laws, specifically **PIPEDA** (Personal Information Protection and Electronic Documents Act). If you do not agree with these Terms, you should immediately exit the Site.

The Realm Fitness reserves the right to modify or amend this Agreement without notice at any time. It is therefore important that you read this page regularly to ensure you are updated as to any changes. Any questions or comments regarding this Site should be sent to the Site Administrator at info@therealmfitness.com.

Access and Use

All materials contained in this Site are protected by Canadian and international trademark and copyright laws and must only be used for personal, non-commercial purposes. This means that you may only view or download material from this Site for your own use and you must keep all copyright and other proprietary notices attached to the downloaded material.

You may not use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent, or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches, or monitor any portion of **The Realm Fitness** website.

The reproduction, duplication, distribution (including by way of email, facsimile, or other electronic means), publication, modification, copying or transmission of material from this Site is STRICTLY PROHIBITED unless you have obtained the prior written consent of **The Realm Fitness** or unless it is expressly permitted by this Site. The material covered by this prohibition includes, without limitation, any text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on this Site. The use of materials from this Site on any other website or networked computer environment is similarly prohibited. Requests for

permission to reproduce or distribute materials found on this Site can be made by contacting The Realm Fitness in writing at **1390 17 Ave SE, Calgary, Alberta** or by email at **info@therealmfitness.com**.

You are also strictly prohibited from creating works or materials that derive from or are based on the materials contained in this Site including, without limitation, fonts, icons, link buttons, wallpaper, desktop themes, online postcards and greeting cards, and unlicensed merchandise. This prohibition applies regardless of whether the derivative materials are sold, bartered, or given away.

You agree that any Message whatsoever submitted by you becomes the property of **The Realm Fitness** and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed, or deleted as The Realm Fitness sees fit.

Privacy and Personal Information

In compliance with **PIPEDA**, **The Realm Fitness** takes the privacy of your personal information seriously. By using our services, you consent to the collection, use, and disclosure of personal information in accordance with the terms set out in our **Privacy Policy**.

If you have any concerns or questions about how your personal information is being handled, you may contact us at **info@therealmfitness.com** or refer to our Privacy Policy for more detailed information about your rights under Canadian law.

Unsolicited Submissions

If unsolicited submissions are sent to **The Realm Fitness** via this Site, these submissions become the property of **The Realm Fitness** and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed, or deleted as **The Realm Fitness** sees fit. You agree that you are not entitled to any compensation, credit, or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against **The Realm Fitness**, its parents, or affiliates relating to unsolicited submissions, including, without limitation, unfair competition, breach of implied contract, or breach of confidentiality.

Employment Opportunities

The Realm Fitness may, from time to time, post employment opportunities on the Site and/or invite users to submit resumes to it. If you choose to submit your name, contact information, resume, and/or other personal information to **The Realm Fitness** in response to employment listings, you are authorizing **The Realm Fitness** to utilize this information for all lawful and legitimate hiring and employment purposes. **The Realm Fitness** also reserves the right, at its sole discretion, to forward the information you submit to its parents, subsidiaries, and affiliates for legitimate business purposes. Nothing in these Terms of Use or contained in the Site shall constitute a promise by **The Realm Fitness** to interview, hire, or employ any individual who

submits information to it, nor shall anything in these Terms of Use or contained in the Site constitute a promise that **The Realm Fitness** will review any or all of the information submitted to it by users.

Linked Sites and Advertising

If you are interested in creating hypertext links to this Site, you must contact **The Realm Fitness** Marketing Team at **1390 17 Ave, Calgary, Alberta** before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship, or support of this Site or **The Realm Fitness**, including its respective employees, agents, directors, officers, and shareholders.

If **The Realm Fitness** has provided links or pointers to other websites, no inference or assumption should be made and no representation should be implied that **The Realm Fitness** is connected with, operates, or controls these websites. **The Realm Fitness** is not responsible for the content or practices of third-party websites that may be linked to this Site. This Site may also be linked to other websites operated by companies affiliated or connected with **The Realm Fitness**. When visiting other websites, however, you should refer to each such website's individual "Terms of Use" and not rely on this Agreement.

The Realm Fitness takes no responsibility for third-party advertisements that are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers.

Termination

The Realm Fitness reserves the right to immediately terminate your use of, or access to, this Site at any time if **The Realm Fitness** decides at its sole discretion that you have breached this Agreement or any relevant law, rule, or regulation or you have engaged in conduct that **The Realm Fitness** considers to be inappropriate or unacceptable.

Copyright Infringement

If you believe that any material contained in this Site infringes your copyright, you should notify **The Realm Fitness** of your copyright infringement claim in accordance with the following procedure. **The Realm Fitness** will process notices of alleged infringement that it receives and will take appropriate action as required by the Copyright Act of Canada and other applicable intellectual property laws. The Copyright Act requires that notifications of claimed copyright infringement be sent to this Site's Designated Agent who is: **The Realm Fitness, 1390 17 Ave, Calgary, Alberta**, email: info@therealmfitness.com.

Copyright Infringement Notification

To be effective under the **Copyright Act (R.S.C., 1985, c. C-42)**, the notification of alleged copyright infringement must be in writing and include the following elements:

1. **Signature:** Physical or electronic signature of an authorized person on behalf of the copyright owner.
2. **Identification of Copyrighted Work:** Clear description of the copyrighted work being infringed.
3. **Identification of Infringing Material:** Specific details (e.g., URLs) of the material in question.
4. **Contact Information:** Name, address, email, and phone number of the complainant.
5. **Good Faith Statement:** A statement that the complainant believes the material is unauthorized.
6. **Accuracy Statement:** A statement affirming the accuracy of the information and authorization to act on behalf of the copyright holder.

Consumer Protection and Limitation of Liability

While **The Realm Fitness** does its best to ensure the optimal performance of the Site, you agree that you use this Site and rely on material contained in this Site at your own risk. The Site, and all materials in this Site, are provided "as is" and, to the fullest extent permitted by law, are provided without warranties of any kind either express or implied. **The Realm Fitness** does not warrant that the Site is free of viruses or other harmful components.

The Realm Fitness shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the Site. However, some **consumer protection rights** in certain Canadian jurisdictions may not allow for the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply.

You acknowledge that **The Realm Fitness**, its parents, and affiliates together with their respective employees, agents, directors, officers, and shareholders, are not liable for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, or viruses.

Indemnity

You agree to defend, indemnify, and hold harmless **The Realm Fitness**, its parents and affiliates together with their respective employees, agents, directors, officers, and shareholders, from and against all the liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs) arising out of your use of this Site; your failure to use the Site; your breach or alleged breach of this Agreement or your breach or alleged breach of the copyright, trademark, proprietary, or other rights of third parties.

Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

Resolution of Disputes

In the event of a dispute between you and **The Realm Fitness**, we aim to resolve it efficiently and fairly. We encourage you to first contact us directly to seek a resolution.

Binding Arbitration: If the dispute cannot be resolved informally, you agree that any claims or legal disputes (excluding claims for injunctive or equitable relief) will be resolved through binding arbitration. Arbitration shall be conducted in Alberta, Canada, and governed by the laws of Alberta. The arbitration process will be handled by a neutral third party, and you and **The Realm Fitness** will work together to select an arbitration provider.

Court: If arbitration is not suitable or applicable, either party may bring the dispute to the courts of Alberta, Canada. By using our services, you agree to submit to the jurisdiction of Alberta's courts.

Costs: The cost of arbitration or legal action will be borne by the party bringing the claim, except as required by applicable law.

Alternative Dispute Resolution: We are open to other methods of dispute resolution such as mediation, depending on the nature of the dispute and mutual agreement.

Mobile Terms and Conditions

Effective Date: Coming Soon 2025

The Realm Fitness Alerts

Opt in to receive important messages from **The Realm Fitness** regarding enrollment, renewals, events, and general information about our products and services. Text **Realm** to **(Number to be updated)** to opt-in. Message frequency Varies. Message and data rates may apply. By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services.

STOP Information:

Text STOP to **(Number to be updated)** to stop receiving **The Realm Fitness** Alerts messages from **The Realm Fitness** (you will receive a confirmation text).

HELP Information:

For additional information, text HELP to **(Number to be updated)** or contact info@therealmfitness.com.

Sweepstakes and/or Contests

Sweepstakes, contests, games, and other promotions run on **The Realm Fitness** websites may require the visitor to provide some personally identifiable information such as full name, address, e-mail address, and phone number, in order to participate. **The Realm Fitness** may use a reputable third party to manage and administer some or all of its sweepstakes and/or

contests. This third party may have access to some or all of the personally identifiable information that is provided by the visitor in order to participate in the sweepstakes and/or contest.

In those instances, the third party will be instructed by **The Realm Fitness** to use the personally identifiable information only for the specific sweepstakes and/or contest-related purpose for which it was requested, and in compliance with **The Realm Fitness** Privacy Policy.

Eligibility: Our sweepstakes and/or contests are intended for individuals 18 years of age and older (or 19 years of age in certain provinces), and individuals under the age of majority in their province or territory are not eligible to participate. **The Realm Fitness** may require proof of age in order for an individual to collect any prizes awarded. Contestants may only be a prize winner once in any ninety (90) day period.

General Provisions

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void, or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. This Agreement is governed by, and construed in accordance with, the laws of the Province of Alberta without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta or, if appropriate, the courts of Canada for resolution of any dispute, action, or proceeding arising in connection with this Agreement or your use or non-use of the Site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action, or proceeding.

Notices

Except as explicitly stated otherwise, any notices shall be given by postal mail to **The Realm Fitness**, Attn: Legal Department, **1390 17 Ave SE, Calgary, Alberta** (in the case of The Realm Fitness) or to the email address you provide to **The Realm Fitness** when registering on the Site.

Contact Information

For any questions regarding these Terms, please contact us at:

The Realm Fitness

1390 17 Ave, Calgary, Alberta

Email: info@therealmfitness.com

Phone: **(Number to be updated)**

Privacy Policy

The Realm Fitness respects the privacy of all visitors to the Site. Please refer to the Privacy Policy for further information on how your personal information is handled.