

Terms & Conditions

PERSONAL DEVELOPMENT AND INTERNET SERVICES AGREEMENT

NAME OF SUPPLIER

Samantha Montpetit-Huynh and SamCoreTrainer.com

CONTACT INFO:

P.O. Box 30014 RPO woodbine Heights,
1500 Woodbine Ave.,
Toronto, Ontario
M4C 5J2. Canada.

647-897-5220

SERVICES PROVIDED

- Online exercise, nutrition prescription and one-on-one coaching: \$200-\$300 (plus applicable taxes) per month
- Pre-recorded exercise programs: \$50 (plus applicable taxes) per program
- Online exercise, nutrition Rx and one-on-one coaching will be charged on a monthly basis, with a minimum 3 month initial commitment and auto-renewal via online credit card payment. Services can be cancelled with 14 days written notice and a full refund for unused month(s) will be applied to the consumer.

DATE OF SERVICE

The date of service will commence within 24 hours of the date payment is received online for such services.

APPOINTMENT SCHEDULING AND CANCELLATION POLICY FOR ONE-ON-ONE COACHING

I am pleased to offer our exceptional services to you and we believe that our time together is important.

1. It is your responsibility to schedule your own appointments included in your package on line via the online calendar link provided.

2. In the event you need to cancel your online appointment/assessment/check in, you can easily do so online or email me to reschedule with at least 24 hours notice. However, if you cancel less than 24 hours in advance, or do not show up for your appointment, you will miss that appointment until your next scheduled date. Thank you for your consideration.

USE OF WEBSITE

If you access and use this Web site (the "Site"), you accept and agree to be bound by and comply with these terms (the "Terms"). If you do not accept the Terms, do not use the Site.

GENERAL

All products and services of Sam Core Trainer and its subsidiaries and affiliates are subject to the terms and conditions of the applicable agreements governing their use. The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Site. In the event of any conflict, the terms provided in the pages of the Site will govern. The information, material and content provided in the pages of the Site (the "Information") may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access or use of the Site will mean that you agree to any changes.

INTERNET EMAIL

Any unprotected E-Mail communication over the Internet is, as with communication via any other medium (e.g. cellular phones, post office mail), not confidential, subject to possible interception or loss, and is also subject to possible alteration. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any Information.

LINKS/SOFTWARE

Links from or to web sites outside the Site are meant for convenience only. Sam Core Trainer does not review, endorse, approve or control, and is not responsible for any sites linked from or to the Site, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and Sam Core Trainer will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and Sam Core Trainer is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

PAYMENT FOR PRODUCTS AND SERVICES

All Credit Cards will be processed in Canadian Dollars (within Ontario only) and USD for anywhere else outside of Ontario at the time of payment. Sam Core Trainer is not responsible for any fees, charges, exchange rates or additional charges levied by individual financial institutions or Credit Card companies.

TERMS OF PAYMENT

Payments will be processed via paypal online through SamCoreTrainer.com. New clients will be charged the full amount for 3 months and then continue with an auto-renewal at the end of the initial 3 month period, month by month.

Once the payment is received, the goods and services that have been purchased, will be provided within 24 hours via email and an app that is accessible on iOS and android.

Samantha Montpetit-Huynh and SamCoreTrainer will provide online exercise prescription and/or nutrition and coaching to the consumer based on his/her current needs and goals. It is the responsibility of the consumer/client to adhere to the suggestions and programming purchased from SamCoreTrainer to receive the benefits of exercise and nutrition consulting. The consumer can perform the exercises in her home, gym or another place of his/her choosing. The nutrition consulting is meant to be implemented into his/her current lifestyle as needed.

Samantha Montpetit-Huynh and SamCoreTrainer is in no way responsible for the results received by the client for the above services purchased.

The consumer is protected under the Consumer Protection Act, 2002 as stated below.

Payment is accepted in CAD and USD via Paypal.com for the goods and services provided by Samantha Montpetit-Huynh and SamCoreTrainer.

REFUND POLICY AND PAYMENT

Payment in full is required before your session package begins. I accept Paypal and all major Credit Card payments online. Applicable taxes are required for all packages and sessions and are included in your payment. Refunds are available within 48 hours of initial purchase for online exercise prescription, nutrition and one-on-one coaching only.

This contract will be governed by the laws of Ontario and any litigation is regards to this agreement has to be brought in Ontario.

Name: _____

Date: _____

This agreement commences on the date it was signed.

This agreement expires 12 months after the initial agreement if a new agreement is not in its place.

Renewal notices will be provided via email within 1 month of the end of the 12 month period to give sufficient time to entre into a new agreement.

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 SamCoreTrainer (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, SamCoreTrainer (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).

O. Reg. 17/05, s. 28 (3).