

MASSOLOGY TERMS & CONDITIONS

(Version 2025-10-09-v2)

Last Updated: 10/09/2025

Massology Terms & Conditions

THESE TERMS OF USE (THESE "TERMS") AND PRIVACY POLICY STATEMENT ESTABLISHES THE TERMS AND CONDITIONS THAT APPLY TO YOU WHEN YOU USE THE SERVICE (AS DEFINED BELOW). BY USING THE SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS, AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. YOU ARE NOT PERMITTED TO USE THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS. THESE TERMS CAN BE CHANGED, MODIFIED, SUPPLEMENTED, AND/OR UPDATED BY MASSOLOGY AT ANY TIME; PROVIDED THAT WE WILL ENDEAVOR TO PROVIDE YOU WITH PRIOR NOTICE OF ANY MATERIAL CHANGES. YOUR CONTINUED USE OF THE SERVICE AFTER THE MODIFICATION OF THESE TERMS MEANS THAT YOU ACCEPT ALL SUCH CHANGES. ACCORDINGLY, YOU ARE ADVISED TO CONSULT THESE TERMS EACH TIME YOU ACCESS THE SERVICE IN ORDER TO VIEW ANY CHANGES TO THESE TERMS. THESE TERMS WERE LAST MODIFIED AS OF THE DATE INDICATED ABOVE. THE "CLIENT", "YOU" AND "YOUR" REFERS TO YOU, THE PERSON ACCESSING THIS WEBSITE AND ACCEPTING THE COMPANY'S TERMS AND CONDITIONS. "THE COMPANY", "MASSOLOGY", "OURSELVES", "WE" AND "US", REFERS TO THE BUSINESS MASSOLOGY. "PARTY", "PARTIES", OR "US", REFERS TO BOTH THE CLIENT AND OURSELVES, OR EITHER THE CLIENT OR OURSELVES. ANY USE OF THE ABOVE TERMINOLOGY OR OTHER WORDS IN THE SINGULAR, PLURAL, CAPITALIZATION AND/OR HE/SHE OR THEY, ARE TAKEN AS INTERCHANGEABLE AND THEREFORE AS REFERRING TO SAME. AS FURTHER DESCRIBED BELOW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. The US law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality.

Massology Client records are regarded as confidential and therefore will not be divulged to any

third party, other than our affiliates or Massage Therapists, if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. All requests must be e-mailed with a subject line of: "Records Request" to massology.us@getmassology.com. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. MASSOLOGY will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by MASSOLOGY will only be in connection with the provision of agreed services and products.

Disclaimer.

Exclusions and Limitations.

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, Massology:

excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment.

Massology uses third-party payment processors (Stripe, PayPal, Square) for all online payments and transactions. Massology reserves the right to switch payment processing methods without notice. We accept all major Credit Cards, Debit Cards, Apple Pay, Google Pay, Amazon Pay. Check payments must be granted a written permission. Gratuity to Massage Therapists affiliated with Massology can be provided in cash or credit. All payments must be made at the time services are rendered. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$3000. In such circumstances, you shall be liable for any and all additional administrative, legal and/or court costs.

Cancellation & Rescheduling Policy

[Our most recent Cancellation Policy can be found here. Please review our cancellation policy carefully, prior to booking your service.](https://getmassology.com/cancellation-policy/) (<https://getmassology.com/cancellation-policy/>)

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. Massology offers no refunds. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall stay credited to the account with the exception of membership fees, which have expiration dates and terms stated in the Massology Massage Membership Agreement.

Availability

Massology does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this Service you thereby indemnify Massology, its employees, its contractors (“Massage Therapists”), agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Site Access & Safety. Client represents that the service location is safe, sanitary, and free of hazards, with clear, level access for equipment and practitioners. Client will provide (i) a private area with at least 6’x9’ of unobstructed space per table or 5’x5’ per chair, (ii) adequate lighting and temperature (68–75°F), and (iii) access to restrooms and hand-washing. Client will ensure pets are restrained and that the area is smoke-free and reasonably free of strong fragrances. If applicable, Client will provide nearby parking or building access instructions and is responsible for any access/parking fees.

Outdoor/Off-Site Locations. Outdoor services require flat, shaded/covered space and safe weather conditions. MASSOLOGY may postpone, relocate, or cancel due to weather, unsafe terrain, or lack of permits/permissions. Client is responsible for any location permits and compliance with park/venue rules.

Right to Refuse Service. MASSOLOGY practitioners may refuse or terminate a session, in their professional judgment, due to contraindications, intoxication/impairment, harassment/sexual advances, unsafe/unsanitary conditions, or violation of these Terms. Fees, including travel and minimums, may remain payable per the Cancellation Policy. If service is refused or terminated for the foregoing reasons, fees (including travel/minimums) are **chargeable per the Cancellation Policy.**

Minors. Services for individuals under 18 require the booking and verbal consent of a parent/legal guardian. A parent/guardian must be present in the room for the full duration of the session for minors under 16 and must remain on premises for ages 16–17.

Privacy & Recording. To protect client privacy, photography, video, or audio recording of sessions is prohibited without prior written consent of both the client and MASSOLOGY. Practitioners will provide professional draping at all times.

Health Disclosures. Client agrees to complete a truthful intake and promptly disclose relevant health conditions, medications (including anticoagulants), recent injuries/surgeries, pregnancy status, and infections/skin lesions. Massage/bodywork is not a substitute for medical care and may be contraindicated in certain conditions.

Post-Operative & Lymphatic Services. Post-op and manual lymphatic drainage services are non-medical bodywork intended to support comfort and mobility; they do not treat disease, prevent infection, or replace surgeon/physician care. Client agrees to follow all provider restrictions (drains, garments, activity limits). MASSOLOGY may decline or modify services where contraindicated or where medical clearance is required.

Client Medical Records. MASSOLOGY does not create or maintain medical or SOAP notes. We retain only limited business records, including appointment history, service details, and payment or receipt information.

Client authorization is required for any disclosure of these records to third parties, including attorneys, insurers, or representatives. All record requests must be initiated directly by the client through their **Massology account** under the “**Contact Us**” section, or by emailing **massology.us@getmassology.com** with the subject line “**Records Request.**”

Records are provided exclusively through the secure **Massology client portal**. Fax submissions or transmissions are **not supported**.

Professional Boundaries. Massage/bodywork is strictly non-sexual. Any sexualized comments, requests, exposure, or harassment will result in immediate termination of the session, removal from premises, and full charges per the Cancellation Policy, plus potential reporting to authorities where applicable.

Log Files

We use IP addresses to analyze trends, administer the site, track user’s movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within Massology on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites this Company’s website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website.

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website.

We do not monitor or review the content of other party’s websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal

information.

Copyright Notice.

Copyright and other relevant intellectual property rights exists on all text relating to the Massology 's services and the full content of this website. The brand names and specific services of Massology featured on this web are property of Massology and may not be copied, distributed or altered by anyone who does not have the written and explicit right by Massology to do so.

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our www.getmassology.com/contact-us link on our website.

Our Mailing Address is:

MASSOLOGY WELLNESS
25 E Beaver St
Unit #140
Jacksonville, FL 32202

Corporate & Workplace Services (On Client Premises)

Scope & Scheduling. The Corporate Client will designate a single on-site contact person with authority to make day-of scheduling or logistical decisions. Unless otherwise agreed in writing, the minimum booking duration is one (1) hour, with services delivered in agreed-upon intervals. Final rosters and schedules must be provided at least **48 hours** prior to the event.

For convenience, MASSOLOGY may provide a **secure online booking link** to assist with staff sign-ups. Use of this link is optional, and Corporate Clients may instead submit rosters directly to their assigned coordinator. MASSOLOGY takes reasonable measures to safeguard employee information; however, the booking link operates through a **publicly accessible scheduling interface** where participant names may be visible to other registrants.

By using the booking link, the Corporate Client acknowledges and accepts this visibility. If employee name privacy is required by company policy or law, the Corporate Client must **not** use the Massology booking software and should coordinate sign-ups directly through Massology management instead. Where name privacy is required, the Corporate Client will collect sign-ups internally and provide a roster to Massology; Massology will not host a public sign-up in those cases.

Data Handling. MASSOLOGY collects only limited participant information necessary to coordinate services. Employee data will not be shared or sold and will be retained in accordance with MASSOLOGY's Privacy Policy. Corporate Clients are responsible for obtaining any required employee consent for participation or data sharing under their internal policies.

Space & Equipment. Corporate Client will provide a safe, private area meeting the space, temperature, and access requirements above. MASSOLOGY can supply chairs/tables as

agreed; if Corporate Client supplies equipment, Corporate Client is responsible for its safety, cleanliness, and suitability.

Access, Delays & Overtime. If building access, security checks, or delayed room turnover reduce service time, services may (i) be shortened proportionally without refund, or (ii) incur overtime at **\$2/minute** if extended by Corporate Client. Parking, access, and venue fees are billable at cost.

Payment, Gratuity & Substitutions. Corporate bookings are prepaid unless otherwise agreed. Unless specified, rates exclude gratuity; Corporate Client may add a gratuity or allow participants to tip individually where permitted by company policy. MASSOLOGY may substitute equally qualified practitioners if needed. Our updated payment policy can be [found here](#).

Cancellations. Corporate cancellations, reschedules, and no-shows follow the then-current Cancellation Policy unless superseded by a separate written corporate services agreement. Our latest corporate payment and cancellation document can be [found here](#).

Workplace Safety & Premises Risk. Corporate Client is responsible for maintaining a safe workplace and compliance with OSHA/building rules. Corporate Client acknowledges that services occur on Corporate Client's premises and agrees to hold MASSOLOGY harmless from hazards inherent to those premises, except to the extent caused by MASSOLOGY's gross negligence or willful misconduct.

Independent Contractor Status. Practitioners are independent contractors to MASSOLOGY and are not employees of Corporate Client. No employment, benefit, or agency relationship is created between Corporate Client and any practitioner.

Insurance. Insurance. MASSOLOGY maintains **Commercial General Liability (CGL)** coverage for its operations. Each independent contractor ("Massage Therapist") is **solely responsible** for maintaining **professional/malpractice liability** coverage at industry-standard limits. MASSOLOGY performs due diligence by verifying proof of active professional liability coverage at onboarding and may request updated proof at any time. MASSOLOGY's insurance does not extend to contractors' individual professional conduct. Upon reasonable written notice, MASSOLOGY can provide a **Certificate of Insurance (COI)** for its CGL policy. The Corporate Client remains responsible for premises safety and compliance with applicable workplace rules. MASSOLOGY is not liable for hazards inherent to client premises or for third parties not under MASSOLOGY's control.

MASSOLOGY shall not be held liable for property hazards, unsafe conditions, or injuries caused by the condition of the client's premises or by third parties not under MASSOLOGY's control.

Participant Health, Consent & Waiver. Each participant (employee, client, or individual recipient) is responsible for disclosing all relevant health information—including injuries, surgeries, allergies, medical conditions, or pregnancy—to their assigned therapist **prior to receiving service**. MASSOLOGY and its contractors rely on the accuracy of the information provided and are not responsible for omissions or inaccuracies.

By booking or receiving services through MASSOLOGY, the participant certifies that they have no medical conditions or other health concerns that would prevent them from safely receiving massage services and that they will notify their therapist of any relevant current or past conditions.

Participants understand that massage may cause temporary effects such as muscle soreness, tenderness, or lightheadedness. By receiving services, participants voluntarily accept these risks and agree that MASSOLOGY, its affiliates, and independent contractors shall not be held liable for any injury, illness, or condition arising from participation, **except in cases of gross negligence or willful misconduct.**

For corporate or group events, the **Corporate Client** acknowledges responsibility for ensuring all participants are informed of and consent to these terms before receiving services. MASSOLOGY may require digital or physical checkboxes, signatures, or intake acknowledgments to confirm participant consent.

Massology may require participants to acknowledge these terms via a **required checkbox and/or digital signature** on the booking or intake form. Submission of the form constitutes informed consent. MASSOLOGY reserves the right to decline or discontinue service if a therapist determines that massage may be contraindicated or unsafe for any participant.

Implied Consent for On-Site Services. When a participant receives massage services arranged by their employer or group organizer, and no individual digital form is provided, participation in the session itself constitutes **voluntary acknowledgment and acceptance** of these Terms and of the Participant Health, Consent & Waiver. The participant affirms that they are receiving services willingly and have disclosed any relevant health conditions directly to their therapist prior to service.

Employee Consent. Corporate Client confirms participation is voluntary and that no employee is required or coerced to receive services.

Use of Web Site and our Service

1. The "Service" is Massology's website located at www.getmassology.com, which may be updated, relocated, or otherwise modified from time to time, including through networks, downloadable software and all intellectual property contained therein. The Service provides health and wellness professionals ("Massage Therapists") with a network (the "Massology Network") through which Massage Therapists can provide massages (each, a "Massage") to consumers. Any person who accesses and/or uses the Service to book a massage on his or her own behalf, or on behalf of any third party, will be referred to herein as a "Massology User".

2. Subject to the terms and conditions of these Terms, Massology hereby grants you a limited revocable, non-exclusive, non-transferable license to access and use the Service, solely in the manner intended by Massology. Unless otherwise specified in writing, the Service is solely for your personal use and not for resale. Massology reserves the right at all times and without notice to: (i) restrict and/or terminate your access to the Service (or any portion thereof); and (ii) modify or discontinue providing the Service (or any portion thereof).

3. Massology's policy with respect to the collection and use of your personally identifiable information is set in our Privacy Policy. By accepting these Terms, you acknowledge your agreement with Massology's Privacy Policy.

Registration, Accounts, Passwords and Security

1. Massology Users. In order to become a Massology User, you must complete the registration process by providing Massology with current, complete and accurate information, as prompted by the applicable registration form.

2. Massage Therapists. In order to become a Massage Therapist, you must enter into the Agreement Between Massology and Massage Therapists for Use of Massology Mobile Massage Services (the "Massage Therapist Agreement") and provide any information required by Massology in order to verify your identity and credentials or as otherwise set forth in the Massage Therapist Agreement.

3. Accuracy of Information. You acknowledge that in the event you provide any information to Massology which is untrue, inaccurate, not current or incomplete, Massology may terminate these Terms and your continued access and use of the Service.

4. Eligibility.

i. You represent and warrant that you are at least eighteen (18) years of age, that you have not been previously suspended or removed from the Service, and that you possess the legal right and ability to enter into these Terms. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY MASSOLOGY. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. While individuals under the age of 18 may receive a Massage booked for them through the Service by a parent or legal guardian (who must also supervise the Massage), such individuals may not use the Service themselves.

ii. If you are using the Service on behalf of an individual, company, entity, or organization (each, a "Guest"), you represent and warrant that (A) you are an authorized representative of such Guest with the authority to bind such Guest to these Terms, (B) agree to be bound by these Terms on behalf of such Guest, and (C) your Guest meets the eligibility requirements for the Service, as set forth in these Terms. Further, you will be solely responsible for ensuring your Guest complies with these Terms.

5. Credentials. As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. You agree to notify Massology immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at [Contact a Mobile Massage Therapist | Massology Wellness \(getmassology.com\)](#). You are responsible for all use of the Service occurring under your user name. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. Massology will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by Massology or another party due to someone else using your account or password.

6. Your Responsibilities. You may use the Service solely for lawful and, unless you are a Massage Therapist, for non-commercial purposes, as intended through the provided functionality of the Service. You may not use the Service in any manner that could damage,

disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you expressly agree that you will not (and you agree not to allow or assist any third party to):

- a. use, copy, install, transfer or distribute the Service, except as specifically permitted by these Terms;
- b. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Service or its Content (as defined below);
- c. remove or alter any copyright, trademark or other proprietary rights notices contained in or on the Service or in or on any content or other material obtained through the Service or the use of the Service;
- d. create user accounts by automated means or under false or fraudulent pretenses;
- e. use any robot, spider, screen or database scraper, site search or retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Service;
- f. probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
- g. reformat, mirror, or frame any portion of the web pages that are part of the Service;
- h. express or imply that any statements you make are endorsed by us, without our prior written consent in each instance;
- i. transmit (i) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;
- j. transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- k. harvest or collect information about other users without their prior written consent;
- l. undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including Content, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the Service's authorized features, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by Massology;
- m. access, tamper with, or use non-public areas of the Service, Massology's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Massology's providers;
- n. harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including Massology employees and other users;
- o. create a new account with Massology, without Massology's express written consent, if

Massology previously disabled an account of yours;

p. solicit, or attempt to solicit, personal information from other users, except as permitted through the Service's functionality;

q. restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users;

r. gain unauthorized access to the Service, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service;

s. violate any applicable federal, state or local laws, regulations or these Terms;

t. use the Service for any illegal, inappropriate and/or unauthorized conduct, including without limitation, using the Service to contact Massage Therapists for sexual or other inappropriate purposes, or using the Service in violation of Massology's or any third party's intellectual property or other proprietary or legal rights; or

u. use or access the Service to build a competing service.

We may take any legal action and implement any technical remedies to prevent the violation of these provisions and to enforce these Terms.

Medical-Related Disclaimers

a. THE CONTENT AND INFORMATION MADE AVAILABLE THROUGH SERVICE, INCLUDING MATERIALS, (THE "CONTENT" OF THE WEBSITE) ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NONE OF THE CONTENT MADE AVAILABLE THROUGH THE SERVICE SHOULD BE CONSTRUED AS PROFESSIONAL MEDICAL ADVICE OR CONSULTATION. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. BY USING THE SERVICE, YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND THAT YOU WILL ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING MEDICAL MATTERS. IN NO EVENT WILL A MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP BE CREATED BY USING THE SERVICE.

b. MASSOLOGY DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF ANY INFORMATION PROVIDED BY MASSOLOGY OR OTHER VISITORS TO THE SERVICE IS SOLELY AT YOUR OWN RISK. THE SERVICE MAY CONTAIN HEALTH- OR MEDICAL-RELATED MATERIALS THAT SOME MAY CONSIDER SEXUALLY EXPLICIT. IF YOU FIND THESE MATERIALS OFFENSIVE, DO NOT USE THE SERVICE. c. THE SERVICE IS CONTINUALLY UPDATED AND MASSOLOGY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY OR COMPLETENESS. MASSOLOGY MAKES NO WARRANTY THAT THE INFORMATION AVAILABLE ON THE SERVICE INCLUDES THE MOST RECENT FINDINGS.

d. YOU ACKNOWLEDGE THAT YOUR RELIANCE ON ANY INFORMATION PROVIDED BY THE SERVICE OR BY ANY MASSAGE THERAPIST TO YOU IS SOLELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH, AS ALLOWABLE TO THE EXTENT OF THE LAW. THE SERVICE IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911

IMMEDIATELY.

e. ALTHOUGH MASSOLOGY PROVIDES INFORMATION ABOUT VARIOUS MASSAGE THERAPISTS ON THE SERVICE, MASSOLOGY DOES NOT RECOMMEND ANY OF THE MASSAGE THERAPISTS AND DOES NOT PROVIDE THE SERVICES RENDERED BY SUCH MASSAGE THERAPISTS. MASSOLOGY REQUESTS COPIES OF MASSAGE THERAPISTS' LICENSES AND OTHER BACKGROUND INFORMATION, BUT MASSOLOGY DOES NOT AND CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION-GATHERING OR THAT A PARTICULAR MASSAGE THERAPIST IS QUALIFIED TO PERFORM ANY GIVEN SERVICE; AND IT IS SOLELY THE RESPONSIBILITY OF EACH MASSOLOGY MEMBER, AND NOT MASSOLOGY, TO DETERMINE WHETHER A GIVEN MASSAGE THERAPIST IS QUALIFIED AND CAPABLE OF RENDERING SERVICES. FURTHER, MASSOLOGY DOES NOT AND CANNOT GUARANTEE THAT ITS IDENTITY VERIFICATION PROCESSES (WHETHER OF MASSOLOGY MEMBERS OR MASSAGE THERAPISTS) ARE ACCURATE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, MASSOLOGY DISCLAIMS ANY LIABILITY ARISING OUT OF A MASSOLOGY FAILURE TO ACCURATELY VERIFY THE IDENTITY OF A MASSOLOGY MEMBER OR MASSAGE THERAPIST. YOU SHOULD EXERCISE COMMON SENSE AND CAUTION TO PROTECT YOUR AND OTHERS' PERSONAL PROPERTY AND PERSONAL SAFETY. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS IN ALL ACTIONS AND INTERACTIONS WITH ANY THIRD PARTY YOU INTERACT WITH IN OR THROUGH THE SERVICE.

Booking Massages. As a condition of being permitted to make appointments with Massage Therapists through the Service, Massology Members agree with the following terms for all appointments booked on the Service.

a. Massages Booked Through the Service. Massology Members understand that Massage Therapists are highly trained, certified and licensed (where applicable under relevant state law) and specialize in massage therapy and other health and wellness techniques. Massology does not tolerate any requests deemed sexual or inappropriate in nature. Users reported for inappropriate behavior will be immediately removed from the Service. Massology Members agree that massage is for relaxation only and should not be used if the person who will receive the massage is on any medication that would be expected to weaken bone structure and/or connective tissue or lead to enhanced bleeding; have edema due to chronic heart failure or kidney failure; have an inflammatory condition in the acute stage; have acute phlebitis and/or deep venous thrombosis; have had an acute trauma or recent surgery; are in the first trimester of pregnancy; or where massage therapy is otherwise contraindicated. A Massology Member who uses the Service to book a massage on his or her own behalf should consult a physician if uncertain as to whether a massage is appropriate for such Massology Member, and a Massology Member who uses the Service to book a massage on behalf of a third party should encourage that third party to do the same.

b. Prices. The fees listed on the Service are the standard fees for the listed service, which Massology may change at any time in its sole discretion by so posting on the Service. In addition, fees for services provided by a Massage Therapist may vary depending on a variety of factors such as length, day, time, or location of appointment. The fee you are ultimately charged is the "Fee."

c. No Liability. To the fullest extent permitted by law, Massology will not have any liability whatsoever for any of the services provided by Massage Therapists. Massage Therapists bear sole liability for all of the services provided, including those services that are booked through the Service.

d. Exclusive Booking through Massology. In order to receive pre-negotiated rates with Massage Therapists, Massology Members agree that once a Massology Member has made an appointment with a Massage Therapist through the Massology Network, all subsequent appointments with the Massage Therapist will be made through Massology, for as long as: (i) the Massage Therapist is an active participant in the Massology Network, and (ii) the Massology Member continues to keep its account with Massology active and in good standing.

e. Responsibility for Payment. You will be charged the Fee following your receipt of a Massage. You agree to pay to Massology all Fees, whether or not you dispute the amount of the charge or the quality or nature of the services provided. You acknowledge that Massages obtained through the Service in all likelihood will not be covered services under your benefit plan, the Medicare program, a state Medicaid program, or any health insurance plan whether government-sponsored or private. You acknowledge and agree that Massology will not file any claims with your insurance benefit plan, the Medicare program, a state Medicaid program, or any other third party medical benefits program, and that the services you receive from or through Massology may not be eligible for reimbursement under such plans. You acknowledge, understand and agree that when using the Service, you may be responsible for standard phone, data and messaging charges from your wireless carrier. Under no circumstances will Massology be responsible for any wireless email, data, phone, or text messaging charges incurred by you or by a person that has access to your wireless device, telephone number, or email address.

f. Cancellations. If you cancel before your scheduled massage, then Massology may charge you a cancellation fee, which will be set forth in the Cancellation Policy.

g. Dispute Resolution. Although Massology retains the right to mediate any dispute between you and a Massage Therapist, all disputes between you and such Massage Therapist must ultimately be resolved between you and the Massage Therapist directly. All sales booked through the Service are final and Massology provides no refunds.

Providing Massages. The terms governing Massage Therapists with respect to providing Massages are set forth in the Massage Therapist Agreement.

Consent to Electronic Communications

a. Consent to Electronic Communications. By using the Service or providing Personal Information (as defined in the Privacy Policy) to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you, if we have your email address. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at Massology.us@getmassology.com.

b. SMS Text Messages. When you register with Massology, Massology will send you SMS text messages containing information about your upcoming appointments, reminders, any changes to your service and anything related to your Service in order to keep you informed about the Service. By using the Service, you agree to receive Messages and Notifications regarding your

use of the Service. SMS text messages are for informational purposes only. While Messages and Notifications are intended to enhance your use of the Service, you may (i) reply "STOP" to opt out.

c. If you wish to remove yourself from any list (other than as set forth in Section 7.b), please email us with an "UNSUBSCRIBE" in the subject line at Massology.us@getmassology.com

d. Depending on your current carrier plan, you may incur charges for these Messages and Notifications and agree to not hold Massology liable for any charges incurred. You acknowledge that any terms between you and any third-party provider (such as, for example, Apple®, Android™, or Verizon) create no obligation or responsibility on the part of Massology, and that Massology is not responsible for any failure of warranty by any such third party.

e. Massology cannot control certain factors relating to message delivery. You acknowledge that, depending on your mobile carrier's service, it may not be possible to transmit a text message to you successfully. We have no liability for transmission delays or message failures.

Content Submitted to Massology

a. By sending or transmitting to us information, opinions, creative suggestions, ideas, notes, concepts, or other materials (collectively, "Materials"), or by posting such Materials to any area of the Service, you grant Massology and its designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Materials in any media now known or hereafter developed to enhance and develop the Service, including by marketing and advertising the Service, without compensation to you; provided that we will never use your name in connection with any of your Materials that we use in our own advertising and marketing materials without obtaining your prior consent; provided further, that if you are a Massage Therapist, the use of certain Materials (for example, your biography, photo, and other information to associate with your profile on the Service) will be as set forth in the Massage Therapist Agreement. None of the Materials will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any Materials. Massology may remove or alter any Materials at any time for any reason. We neither endorse nor are responsible for any opinion, advice, information, or statement made or displayed on the Service by any user. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. Under no circumstances will Massology and/or its affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on such information obtained through the Service. We cannot and do not take responsibility for the veracity, reliability, or completeness of any opinion, advice, information, or statement available on the Service.

b. The opinions expressed on the Service by users reflect solely the opinions of the users who post thereon and do not reflect the opinions of Massology. You acknowledge and agree that we have the right (but not the obligation) to monitor the Service and Materials; to alter or remove any Materials; and to disclose Materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly; to protect ourselves, our sponsors, and our members and visitors; and to comply with legal obligations or governmental requests. If you believe a message violates our member policies, please contact Massology immediately at

www.getmassology.com/contact-us so that we can consider its editing or removal.

c. You are solely responsible for your Materials and the consequences of posting them on the Service. By posting Materials, you represent, warrant, and covenant that: (i) you are the creator and owner of the Materials or otherwise have sufficient rights and authority to grant the rights granted herein; (ii) your Materials do not and will not (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (B) slander, defame, or libel any other person; (iii) your Materials do not contain any viruses, adware, spyware, worms, or other harmful or malicious code or (iv) unless you have received prior written authorization, your Materials specifically do not contain any confidential information of any third party. We reserve all rights and remedies against any users who breach these representations and warranties.

Term and Termination

a. The term of these Terms (the “Term”) will commence on the date on which you first access or utilize the Service in any way (the “Effective Date”) and will continue so long as you continue to access or utilize the Service; provided that Massology reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms including, without limitation, the suspension or termination of the user’s access and/or account, or blocking the user from access to the Service. Massology may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Massology reserves the right at all times to disclose any information as Massology deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Massology sole discretion.

b. Effect of Termination. The following Sections of these Terms will survive termination or expiration of the Agreement: 1.c, 2.d, 3, 4, 5.e, 8.a, 9, 11.b, 12, 13, 14, 15, 16, 17, 18, 20 – 28. Payments by you, which accrue or are due before termination of your membership, will continue to be payable by you, and amounts owed to Massology at the time of such termination or expiration will continue to be owed by you, after such expiration or termination.

Ownership

a. Proprietary Information. You acknowledge and agree that: (i) the Service, including, without limitation, any Content, modifications, enhancements and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein (collectively, “Proprietary Information”), is owned by Massology and its licensors, as applicable; (ii) the Proprietary Information contains valuable copyrighted and proprietary material of Massology; (iii) the Proprietary Information is licensed, rather than sold, to you pursuant to these Terms; and (iv) you have no rights in the Proprietary Information, other than the rights and licenses specifically granted to you pursuant to these Terms.

b. Trademarks. You acknowledge that Massology is the owner of trademark rights in the name and word mark “Massology”™ and in the other marks and design marks displayed on the Service.

Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted

by Massology infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Service are covered by a single notification, a representative list of such works);
- c. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Massology to locate the material on the Service;
- d. the name, address, telephone number, and email address (if available) of the complaining party;
- e. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Massology a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.copyright.gov for details. Notices and counter-notices with respect to the Service should be sent to Massology.us@getmassology.com or Management of Massology at:

MASSOLOGY WELLNESS

25 E Beaver St
Unit #140
Jacksonville, FL 32202

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Disclaimer of Warranty

a. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. YOU ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE SERVICE MAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, AUDIO AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, MASSOLOGY DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, AND ABSENCE OF VIRUSES AND DAMAGING OR DISABLING CODE. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF MASSOLOGY, ITS AFFILIATES OR

SERVICE PROVIDERS, MASSOLOGY'S CONTENT PROVIDERS AND/OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES NOR THE EMPLOYEES, AGENTS AND/OR CONTRACTORS (COLLECTIVELY, THE "MASSOLOGY LCC PARTIES") WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICE. MASSOLOGY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF CONTENT AND INFORMATION ACCESSED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF THE RESPECTIVE CONTENT IS AT YOUR SOLE RISK.

b. You acknowledge that any information you obtain from Massage Therapists comes from those individuals, and not from Massology and that Massology, to the fullest extent permitted by law, is not in any way responsible for any of the information these third parties may supply or for any statements, claims, or representations they may make. To the fullest extent permitted by law, Massology disclaims any such statements, claims, or representations and the same do not expand or otherwise modify the terms of these Terms. If you are dissatisfied with the Service, your sole and exclusive remedy is to discontinue accessing and using the Service.

Limitation of Liability

a. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH USER IS SOLELY RESPONSIBLE FOR (I) HIS OR HER USE OF THE SERVICE, AND (II) ANY DAMAGES INCURRED BY HIM OR HER OR ANY THIRD PARTY THAT ARISE FROM OR ARE RELATED TO THE SERVICE. THE AGGREGATE LIABILITY OF THE MASSOLOGY PARTIES FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO ACTUAL DAMAGES PROVED, AND NOT TO EXCEED THE AMOUNT PAID BY YOU TO MASSOLOGY FOR THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NONE OF THE MASSOLOGY PARTIES WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF MASSOLOGY OR ITS CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE MASSOLOGY PARTIES WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES; COSTS OR DAMAGES OF ANY KIND INCURRED OR SUFFERED BY YOU AS A RESULT OF SERVICES PROVIDED BY ANY OF THE MASSAGE THERAPISTS ACCESSED THROUGH THE SERVICE.

c. YOU REPRESENT THAT YOU HAVE INDEPENDENTLY INVESTIGATED THE ADVISABILITY OF USING THE MASSAGE SERVICES MADE AVAILABLE TO YOU BY MASSOLOGY AND THE POSSIBLE RISKS INVOLVED IN USING SUCH SERVICES. YOU AGREE TO MAINTAIN YOUR OWN INSURANCE COVERING SUCH RISKS AND WILL LOOK SOLELY TO SUCH INSURANCE FOR REIMBURSEMENT OF ANY RESULTING DAMAGES.

Third Party Disputes. MASSOLOGY IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE OR YOUR EMPLOYER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE MASSOLOGY (AND OUR

OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Force Majeure. Massology will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Massology's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic or governmental action, in so far as such an event prevents or delays Massology in fulfilling its obligations hereunder.

Indemnification and Release

a. To the fullest extent permitted by law, You will defend, indemnify and hold Massology, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents, harmless against any loss or damage of any kind (including, without limitation, attorneys' fees and lost revenues) arising from: (i) any and all breaches by you of these Terms or any representation, warranty or covenant contained herein; (ii) any and all use of the Service not specifically authorized hereunder and on the Service; and (iii) any and all claims and actions against Massology by other parties to whom you allow access to the Service.

b. To the fullest extent permitted by law, You further waive, release and forever discharge the Massology Parties from any and all responsibility or liability for injuries or damages resulting from your Massages or any other service obtained through the use of the Service, including injuries or damages caused by the negligent act or omission of the Released Parties or in any way arising out of or connected with the Service.

c. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You will not, in any event, settle any claim or matter without our written consent.

Additional Service Features. The Service may contain information on products, and services provided by third parties, including Massage Therapists, and links (including advertisements) to third party web sites. This information and these products, services, and links are provided only as a convenience to users. Massology does not review or control this information or these products, services, or other web sites, and Massology does not make any representations or warranties, express or implied, regarding this information or these products, services, or web sites. Inclusion of any of the foregoing in the Service does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Massology with respect to any third party or its web site or content, or any information, products, or services provided by that third party. Massology is under no obligation to maintain any link on the Service and may remove a link at any time in its sole discretion for any reason whatsoever.

Dispute Resolution

a. Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND MASSOLOGY AND EACH OF OUR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS

PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Please visit www.adr.org for more information about arbitration.

i. Commencing Arbitration. A party seeking arbitration must first send to the other by mail or electronic mail, a written notice of intent to arbitrate (a "Notice"), or, in the absence of a mailing address provided by you to Massology, to you via any other method available to Massology, including via e-mail at Massology.us@getmassology.com. The mailed Notice to Massology should be addressed to Massology, sent to the address of:

MASSOLOGY WELLNESS

25 E Beaver St

Unit #140

Jacksonville, FL 32202

The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the "Demand"). If the claim is not resolved within 30 days after the Notice is received, then you or Massology may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "Rules"), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available at www.adr.org. If you are required to pay a filing fee to commence arbitration against Massology, then Massology will promptly reimburse you for your confirmed payment of the filing fee upon Massology's receipt of Notice at the Address that you have commenced arbitration along with a receipt for the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith.

ii. Arbitration Proceeding. The arbitration will be in English. A single independent and impartial arbitrator with his or her primary place of business in Jacksonville, Duval County, Florida, will be appointed pursuant to the Rules, as modified herein. You and Massology agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iii. No Class Actions. YOU AND MASSOLOGY AGREE THAT YOU AND MASSOLOGY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE

UNENFORCEABLE, THEN THIS ENTIRE MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this deadline by 30 days in the interests of justice. Arbitration proceedings will be closed to the public and confidential, and all related records will be permanently sealed, except as necessary to obtain court confirmation of the award. The award will be in writing and will include a statement setting forth the reasons for the claim's disposition. The arbitrator will apply Florida state law during the arbitration. You agree that these terms and your use of the website evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in These Terms. If the dispute is finally resolved through arbitration in your favor, Massology will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by Massology in settlement of the dispute prior to the arbitrator's award; or (C) \$1,000.

b. Equitable Relief. The foregoing provisions of this Section 20 do not apply to any claim in which Massology seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Massology or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunction or other equitable relief against , and your only remedy will be for monetary damages, subject to the limitations of liability set forth above.

c. Claims. You and Massology agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. Improperly Filed Claims. All claims you bring against Massology must be resolved in accordance with this Section 20. All claims filed or brought contrary to this Section 20 will be considered improperly filed. Should you file a claim contrary to this Section 20, Massology may recover attorneys' fees and costs up to \$5,000, provided that Massology has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Modifications. If Massology changes the Mandatory Arbitration provision (other than a change to Massology's Address), then you may reject any such change by sending us written notice to Massology's Address within 30 days of the change, in which case your Account and your right to use the Service will terminate immediately, and this Section 20, as in effect immediately prior to the amendments you reject, will survive termination of these Terms.

f. Enforceability. If only Section 20. a.iii or the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section 20 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

Governing Law; Choice of Forum. The laws of the State of Florida, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any provision of these Terms. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction

of the state and federal courts located in Jacksonville, Duval County, Florida and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

Feedback. While our staff continually works to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from our Users. If you send us or our employees any ideas or suggestions for products, services, features, modifications, enhancements, content, promotions, strategies, or product/feature names, or any related materials (collectively "Feedback"), then regardless of what your communication may say, the following terms apply, to avoid future misunderstandings. By sending us Feedback, you agree that:

- a. Massology will own, exclusively, all known or later discovered rights to the Feedback;
- b. Massology will not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Feedback; and
- c. Massology will be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

Entire Agreement; Variation. These Terms and any license contained in Massology 's products set forth the entire agreement between Massology and you with respect to the Service; provided, however, that: (1) Massage Therapists will also be required to enter into the Massage Therapist Agreement; (2) Massology may enter into additional agreements with you (such as, for example, the Massage Massology Membership Program Agreement). In the event of a conflict between these Terms and the Massage Therapist Agreement, the terms of the Massage Therapist Agreement will govern. In the event of a conflict between these Terms and the Massology Massage Monthly Membership Program Agreement, the Massology Massage Monthly Membership Program Agreement will govern.

Severability.

If any provision of these Terms is held invalid, illegal or unenforceable, such provisions will be modified, or if not possible, severed, to reflect the fullest valid, legal and enforceable expression of the intent of the parties and the remainder of these Terms will not be affected thereby.

Relationship of Parties. Nothing herein will be deemed to create an employer-employee relationship between Massology and you, nor any agency, joint venture or partnership relationship between the parties. Neither party will have the right to bind the other to any obligation, nor have the right to incur any liability on behalf of the other.

Waiver. No delay, omission, or failure to exercise any right or remedy provided herein will be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised, from time to time as may be deemed expedient by the party exercising such remedy or right.

Assignment. Neither these Terms nor any of the rights granted to you herein may be assigned or transferred by you, whether voluntarily or by operation of law, without the express prior written permission of Massology and any attempt to do so will be null and void. However, Massology may assign or transfer these Terms at any time without your permission.

Third-Party Beneficiaries. The provisions of these Terms relating to the rights of Massology content providers are intended for the benefit of such content providers, and such content providers, as third-party beneficiaries, will be entitled to enforce such provisions in accordance with their terms, irrespective of the fact that they are not signatories to these Terms.

Communicable-Disease. Client acknowledges potential exposure to communicable illnesses and accepts risk except in cases of gross negligence.

Accessibility Commitment. Massology Wellness is committed to ensuring that its services, including its website and online booking systems, are accessible to all clients, including those with disabilities. We make ongoing efforts to improve accessibility in compliance with applicable laws such as the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG).

If at any time a client is unable to access our booking system or website features due to an accessibility issue, we provide alternative methods to book and receive assistance. Clients may contact us directly at **Massology.us@GetMassology.com** or **386-569-0603** for personalized support or to complete their booking through an accessible alternative form.

While we work diligently to maintain accessibility, certain third-party integrations or plugins may temporarily limit full compatibility with assistive technologies. In those cases, Massology will make reasonable efforts to assist clients through alternative means and address any accessibility concerns as promptly as possible.

MASSOLOGY Affiliate Program Terms and Conditions

1. Agreement

By signing up to be an Affiliate in the MASSOLOGY Affiliate Program (“Program”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

2. Affiliate Obligations

2.1. To enroll in the Program, you must complete an Affiliate application and be approved. MASSOLOGY reserves the right to deny any application at our sole discretion.

2.2. Affiliates must use the Program in a manner that demonstrates common sense and respect for the rights of MASSOLOGY and third parties.

3. MASSOLOGY Rights and Obligations

3.1. We reserve the right to terminate this Agreement and your participation in the Program immediately and without notice to you should you commit fraud in your use of the Program or abuse this program in any way. If such fraud or abuse is detected, MASSOLOGY shall not be liable to you for any commissions for fraudulent sales.

4. Commission Structure

Commissions will be paid based on the current structure as outlined in the Affiliate dashboard. We reserve the right to change this structure at any time.

5. Payment

5.1. Payouts to Affiliates will be made on a monthly basis.

5.2. Commissions will only be paid out on completed bookings. Any bookings that are refunded, canceled, or otherwise incomplete will not be eligible for commission payments.

6. Limitation of Liability

MASSOLOGY will not be liable for any indirect, special, incidental, or consequential damages or any loss of revenue, profits, or data arising in connection with this Agreement or the Program.

7. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

8. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. Modifications may include changes in the scope of available commissions, commission schedules, payment procedures, and Program rules.

9. Termination

Your affiliate application and status in the Program may be suspended or terminated for any of the following reasons: inappropriate advertisements (false claims, misleading hyperlinks), spamming, or any illegal activity.

10. Disclaimer

MASSOLOGY makes no express or implied warranties or representations with respect to the Program. In addition, MASSOLOGY makes no representation that the operation of the website will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.