**Terms and Conditions - United States**

USER OR CLIENT OF BODYTHERAPY2U

Effective: November 15, 2019

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|  | IMPORTANT – SECTION 16.6 OF THESE TERMS INCLUDES AN ARBITRATION AGREEMENT THAT GOVERNS DISPUTES BETWEEN YOU AND US, ELIMINATES YOUR RIGHTS TO A TRIAL BY JURY, AND PREVENTS YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS OR CONSOLIDATED PROCEEDINGS. |
| **1.** | **These Terms operate as a contract.** |
| 1.1 | THIS AGREEMENT (“AGREEMENT” OR THE “TERMS”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) (“YOU” OR “YOUR”) AND BODYTHERAPY2U, INC. (HEREINAFTER “BODYTHERAPY2U,” “WE”, “US” OR “OUR”) THAT SETS FORTH THE LEGAL TERMS AND CONDITIONS FOR YOUR ACCESS TO AND USE OF WWW.BODYTHERAPY2U.COM AND ANY OTHER WEBSITE OWNED AND OPERATED BY BODYTHERAPY2U (THE “WEBSITE(S)” OR “SITE(S)”) AND ANY BODYTHERAPY2U SOFTWARE, INCLUDING ANY BODYTHERAPY2U MOBILE APPLICATIONS (THE “APP(S)”) OR OTHER SERVICES OFFERED BY BODYTHERAPY2U, ITS SUBSIDIARIES AND/OR AFFILIATES, FROM TIME TO TIME (COLLECTIVELY, THE WEBSITE(S), APP(S) AND SERVICES ARE REFERRED TO AS “SERVICE(S)”). |
| 1.2 | IF YOU ARE A UNITED STATES RESIDENT, YOU MAY SUBSCRIBE TO BODYTHERAPY2U PLUS. AS A BODYTHERAPY2U PLUS MEMBER YOU WILL HAVE THE OPPORTUNITY TO SAVE ON POINTS FOR MONTHLY THERAPIES, AND YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF ONE MONTH OR ONE YEAR, DEPENDING ON THE SUBSCRIPTION TERM OPTION YOU CHOOSE, AT BODYTHERAPY2U’S THEN-CURRENT SUBSCRIPTION FEES FOR SUCH SERVICES, UNLESS YOU OPT OUT OF THE AUTO-RENEWAL OR TERMINATE YOUR SUBSCRIPTION IN ACCORDANCE WITH THE TERMS HEREIN. |
| 1.3 | **Why should you read these Terms?** These terms create a legally binding agreement between you and us. By accessing or using the Site, you are accepting this Agreement and agreeing to use the Services in accordance with the terms and conditions in this Agreement. Some of our Services may have additional rules, policies, and procedures. Where such additional terms apply, we will make them available for you. A copy of this Agreement may be downloaded, saved and printed for your reference. |
| 1.4 | **You confirm that you can enter the Agreement.** As a condition of your use of the Services, you confirm and warrant to us that you meet the eligibility requirements set out in Section 4.3 and have the right, authority, and capacity to enter into this Agreement or, if you are under the age of majority in your jurisdiction of residence, you have obtained the consent of your parent or legal guardian to this Agreement. |
| 1.5 | **What to do if you don’t want to accept these terms?** If you do not agree with all of the provisions of this Agreement, do not access and/or use the Services. |
| **2.** | **Information about BodyTherapy2U and contact details** |
| 2.1 | **Who we are.** BodyTherapy2U is a company registered in Florida, USA. |
| 2.2 | **Where we are based.** Our registered office is at DBS Therapy Spa at 4949 34th Street S. Suite #5 St. Petersburg Fl. 33711 |
| 2.3 | **How to contact us.** You can contact us by writing to us at DBS Therapy Spa at 4949 34th Street S. Suite #5 St. Petersburg Fl. 33711 (424) 262-1327 or email us at BodyTherapy2U@gmail.com |
| 2.4 | **How we may contact you.** If we have to contact you, you agree we may do so by telephone call, text message or by email to the number and/or address you provided when you registered or updated an Account or that you used to communicate with us. You agree that we may use automatic telephone dialing equipment and other technology in connection with these communications. |
| 2.5 | **Electronic Communications.** When we use the words “writing” or “written” in these Terms, this includes emails. For contractual purposes, you consent to receiving notices, disclosures, agreements, terms, conditions, amendments and other communications from BodyTherapy2U in an electronic form and agree that such electronic communications will have the same legal effect and satisfy the same legal requirements that such communications would satisfy if they were made “in writing” in a physical document. The foregoing does not affect your statutory rights. |
| **3.** | **Changes to the Site and these Terms** |
| 3.1 | We reserve the right to change the terms and conditions of this Agreement or to modify or discontinue the Services offered by BodyTherapy2U at any time. Those changes will go into effect on the effective date shown in the revised agreement. If we change this Agreement, we will give you notice by posting the revised agreement on the applicable website(s) or app(s) and/or by sending an email notice to you using the contact information provided by you. Therefore, you agree to keep your contact information up-to-date and that notice sent to the last email address you provided shall be considered effective. We also encourage you to check this Agreement from time to time to see if it has been updated. |
| 3.2 | We may require you to affirmatively acknowledge the updated Agreement before further use of the Services is permitted. However, by continuing to use any Services after the effective date of any modifications to this Agreement, you agree to be bound by such changes. If the modified terms are not acceptable to you, please cease using the Services. |
| **4.** | **Service Description and Participation/Account Creation/Eligibility/Referrals and Promotions** |
| 4.1 | **Service Description and Participation.** BodyTherapy2U provides an online platform that allows individuals to make purchases of BodyTherapy2U -branded merchandise, as well as connects therapists (**“Therapists”**) with individuals (**“Individual Customers”**) or businesses (**“Corporate Customers”**) that want to purchase and/or receive therapy, together herein referred to as (**“Customers”**). As a user of the Services (including a Therapist or a Customer), you agree to provide us with complete and accurate information (if requested) and to update such information to keep it accurate, current and complete, including with regard to payment information. By purchasing such Services and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the specified fee for Services, including any method offered or used through a mobile application. Furthermore, you agree and authorize us to, from time to time, and to the maximum extent permitted by law: (i) submit a transaction using the card information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g., monthly or yearly basis) for membership renewals, (iii) if necessary, obtain updates from card issuers, card networks or other payment service providers for card numbers or other information provided to us, (iv) if necessary, charge you, in a prorated manner (including with regard to cancellation of Services, for which you may not be entitled to a full or complete refund), in accordance with the particular fee terms for the Service you are purchasing when a recurring basis transaction is at issue, and (v) if necessary (and applicable) bill your mobile carrier or others via a mobile application if you authorize us to do so. You understand that any personal information you provide or that we collect through our Services is subject to BodyTherapy2U’s Privacy Policy available https://www. BodyTherapy2U.com/legal/privacy. **YOU UNDERSTAND AND AGREE THAT BODYTHERAPY2U HAS NO CONTROL OVER THE CONDUCT OF THE THERAPISTS OR CUSTOMERS.** |
| 4.2 | **Account Creation.** In order to access certain features of the Website and Apps and to use certain Services, you may be required to register to create an account (**“Account”**). In connection with setting up your Account with BodyTherapy2U, we may supply you with or enable you to create a user identification and/or password. In connection with any future use, you may be asked to input your user identification and/or password from time to time. You agree to be responsible for all activity that occurs under your Account and agree to be responsible for maintaining the security of your password and user identification. You agree to immediately notify BodyTherapy2U of any unauthorized use of your user identification or password or any other breach of security. You can delete your Account at any time, for any reason, by calling BodyTherapy2U at 424-262-1327. |
| 4.3 | **Eligibility.** Persons under 13 are prohibited from providing personal information on our Websites or via our Apps. If you are under the age of majority in your jurisdiction of residence, you may use the Services only with the consent and involvement of your parent or legal guardian. Make sure that you review this Agreement with your parent or guardian so that you both understand all your rights and responsibilities. If you are under the age of majority in your jurisdiction of residence, you represent and warrant that you have obtained the consent of your parent or legal guardian to this Agreement. |
| 4.4 | **Referral Rewards.** Subject to any additional terms and conditions we may establish for our Referral Rewards Program, we may from time to time offer promotional rewards for referring new users that are denominated at our sole discretion in either free therapy minutes or as dollars (or points) off discounts on the price of future therapy services. Referral rewards are promotional in nature, cannot under any circumstances be transferred or redeemed for cash, Therapy Cards or any cash equivalent and may expire prior to your use. The total aggregate discount value of any referral rewards you earn that are denominated as dollars off discounts may not exceed one thousand five hundred dollars ($1,500) of massage discount value and the total aggregate value of any referral rewards you earn that are denominated in therapy minutes may not exceed six hundred (600) therapy minutes. |
| 4.5 | **Promotional Codes.** We may, in our sole discretion, create promotional codes that may be redeemed for discounts, promotional value in your Account, or other features or benefits related to the Services, subject to any additional terms that we establish on a per promotional code basis (**“Promo Codes”**). Promo Codes may only be used once per person. Each benefit may only be redeemed once per Account. Promo Codes for duplicate benefits will be voided. Only Promo Codes sent to you through official BodyTherapy2U communications channels are valid. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to these Terms and the specific terms that we establish for such Promo Code; (v) are not redeemable for cash, Therapy Cards or cash equivalents; and (vi) may expire prior to your use. |
| 4.6 | **Reservation of Rights.** We reserve the right to withhold or deduct benefits obtained through the use of Promo Codes by you or any other user in the event we determine or form a suspicion that the use or redemption of the Promo Code or the provision of any benefit was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or the terms of this Agreement. Once you have redeemed a Promo Code or used any related discount or other promotional value in your Account to obtain Services, no further promotional value will be issued for any reason, including but not limited to, dissatisfaction with the Services. |
| 4.7 | **Promotional Discounts.** From time to time, BodyTherapy2U may offer promotional discounts when you purchase a massage series or complete other transactions associated with a promotional offer. Such promotional discounts may only be available in certain jurisdictions and only a limited quantity of promotional discounts may be available during any single promotional period. Promotional discounts are nontransferable, nonrefundable, not for resale, and not redeemable for cash or Therapy Cards. Promotional discounts may expire before their use and are subject to any additional terms and conditions we may publish in connection with a particular promotional offer. |
| **5.** | **Therapy Cards** - for specific terms relating to BodyTherapy2U Therapy Cards, visit https://BodyTherapy2U.com |
| **6.** | **Acceptable Use** |
| 6.1 | You are responsible for your use of the Services, and for any use of the Services made using your Account. Our goal is to create a positive experience in connection with our Services. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to BodyTherapy2U. |
| 6.2 | **If you are a Therapist or Customer, you agree not to attempt to contact each other directly to discuss or arrange for the delivery of therapy or related products or services outside of the Services for a period of 2 years after the date of your last use of the Services. In doing so you will be in breach of your contract and be dropped as a user and or a therapist. You will be notified why your account has been put on hold or deleted.**  |
| 6.3 | When you use the Services, you agree that you will not: |
|  | (a) violate this Agreement or any BodyTherapy2U rules regarding use of the Services; |
|  | (b) violate any law or regulation; |
|  | (c) breach any agreements you enter into with any third parties; |
|  | (d) violate, infringe, or misappropriate BodyTherapy2U’s or any third party’s intellectual property, privacy, publicity, or other legal rights; |
|  | (e) engage in any behavior that is abusive, harassing, indecent, profane, obscene, hateful or otherwise objectionable, including sexual misconduct; |
|  | (f) stalk, harass, or harm another individual; |
|  | (g) for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services or in connection with BodyTherapy2U; |
|  | (h) impersonate any person or entity or perform any other similar fraudulent activity; |
|  | (i) harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such users or alter transmission data; |
|  | (j) collect, distribute or gather personal or aggregate information, including Internet, e-mail or other electronic addresses, about BodyTherapy2U’s customers or other users; |
|  | (k) upload, post, e-mail or otherwise transmit any material that constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial electronic message; |
|  | (l) use any means to scrape or crawl any Web pages or Content contained in the Websites or Apps (although BodyTherapy2U may allow operators of public search engines to use spiders to index materials from the Websites for the sole purpose of creating publicly available searchable indices of the materials, and BodyTherapy2U reserves the right to revoke these exceptions either generally or in specific cases); |
|  | (m) attempt to circumvent any technological measure implemented by BodyTherapy2U or any of BodyTherapy2U’s providers or any other third party (including another user) to protect the Websites or Apps; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites or Apps; or |
|  | (n) advocate, encourage, or assist any third party in doing any of the foregoing. |
| **7.** | **Mobile Application License** |
|  | Subject at all times to this Agreement, if you elect to download the App, the following also applies: BodyTherapy2U grants you a license to download, install and use a copy of the App on a single mobile device or computer that you own or control solely for your personal and professional use on the basis that the license is: |
|  | (a) revocable – we have the right to remove your ability to use the App in accordance with these Terms; |
|  | (b) non-exclusive – other people can access and use the App; |
|  | (c) non-transferable – you can’t pass this right to someone else or sublicense the license; and |
|  | (d) limited – the license does not extend beyond what has just been described above. |
| **8.** | **Purchases, Payments, Cancellation and Rescheduling** |
| 8.1 | **Pricing and Fees.** In addition to the Services, we provide certain products for sale on our Website through our affiliate, BodyTherapy2U. If you wish to purchase any products or services through the Website (**“Products”**), you will be required to supply certain information applicable to your purchase, including payment, billing, contact, and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any users of your Account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order. The price of the product or service will be the price indicated on the order pages when you placed your order, subject to any future adjustments of our prices. We use our best efforts to ensure that the price and payment terms advised to you is correct. However, please see Section 8.2 for what happens if we discover an error in the price of your order. All payments, including with respect to cancelled Services or returned Products, shall be subject to the terms set forth in Section 4.1 above and Section 8.3 below. Further, as a Customer, you may elect to tip your Therapist. You acknowledge that BodyTherapy2U does not determine or mandate any such tip or gratuity amount and you hereby agree to pay the amount you authorize as a tip for your Therapist. |
| 8.2 | **Product Descriptions.** Descriptions, images, references, features, content, specifications, products, prices, and availability of any Products are subject to change without notice, and our current prices can be found on the Website. We make reasonable efforts to accurately display the attributes of our Products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any Products on the Website at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased through the Website. By placing an order, you represent that the Products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any Product; to honor, cancel or impose conditions or limitations on the honoring of, any coupon, coupon code, promotional code, referral credit or other similar promotions; to bar any user from making any or all purchases; and to refuse to provide any user with any product or service. |
| 8.3 | **When you must pay and how you must pay.** You agree to pay all charges incurred by you or any users of your Account and payment card (or other applicable payment mechanism) at the amounts in effect when such charges are incurred. Customers must provide BodyTherapy2U with a valid credit or debit card (Visa, MasterCard, or any other accepted issuer) or use Apple Pay or another payment or financial mechanism specified by BodyTherapy2U (**“Payment Provider”**) as a condition to making any payments. Therapists must support the use of the Payment Providers and provide BodyTherapu2U with valid bank account information (e.g. account and routing number) as a condition to receiving any payments. The Customer’s Payment Provider agreement governs its use of the designated credit or debit card or other payment mechanism, and the Customer should refer to that agreement and not this Agreement to determine its rights and liabilities. BodyTherapy2U uses Stripe as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By paying for the Services, you agree to be bound by Stripe’s Privacy Policy: https://stripe.com/us/privacy/ and hereby consent and authorize us and Stripe to share any information and payment instructions you provide with Payment Provider(s) to the minimum extent required to complete your transactions. All information that you provide to us or our third party payment processors must be accurate, current and complete. You will also be responsible for paying any applicable taxes relating to payments that you make or that you receive. While you may cancel your Service at any time, fees paid for our Services are nonrefundable to the maximum extent permitted by law. |
| 8.4 | **Automatic Renewal.** If you subscribe to BodyTherapy2U Membership, your monthly or annual subscription and related charges will continue indefinitely until terminated in accordance with this Agreement. After your first month or first year (as applicable, depending on the term of the subscription option you have chosen) as a BodyTherapy2U member, and again after any subsequent month or year until you cancel, your subscription will automatically renew on the first day following the end of such period and continue for an additional month or year, as applicable, at BodyTherapy2U’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription. |
| 8.5 | **BodyTherapy2U Membership.** If you purchase a monthly BodyTherapy2U Membership, depending on the points option you choose, we will deposit 60, 90 or 120 therapy points (**“BodyTherapy2U Membership”**) into your Account each month that you maintain your subscription in good standing. If you purchase an annual BodyTherapy2U Membership, depending on the points option you choose, we will deposit 720, 1,080 or 1,440 BodyTherapy2U Membership Minutes into your Account on an annual basis while you maintain your subscription in good standing. BodyTherapy2U Therapy Minutes are not transferable, are redeemable only for therapy services scheduled through BodyTherapy2U, have no cash value, and cannot, under any circumstances, be redeemed for cash, gift cards or any cash equivalent. BodyTherapy2U Membership Points cannot be used as gratuities or to defray applicable sales tax charges. Each BodyTherapy2U Therapy points may be redeemed for one minute of massage service booked through BodyTherapy2U, provided that BodyTherapy2U Membership must be applied to the purchase of massage sessions in the standard session lengths offered by BodyTherapy2U. If you combine BodyTherapy2U Membership with currency payments to purchase therapy, the portion of your session not covered by your BodyTherapy2U Membership Therapy Points will be charged to the payment device associated with your Account on a prorated basis according to our then-current price for the applicable service in the location where your massage is delivered, subject to any BodyTherapy2U membership or other discounts that may apply. BodyTherapy2U Membership pricing varies by location based on the zip code area you identify as your zip code at the time of enrollment. Once deposited to your Account, BodyTherapy2U Membership Therapy Points may be redeemed for therapy services in any market serviced by BodyTherapy2U, provided that we reserve the right to suspend or cancel your BodyTherapy2U Membership if you book the majority of your sessions using BodyTherapy2U Therapy points in markets that do not include the zip code area that you identified as your zip code at the time of enrollment. We reserve the right to cancel or modify our BodyTherapy2U Points subscription program and related terms and benefits at any time with notice to our BodyTherapy2U Points members, including without limitation, the right to convert unused BodyTherapy2U Points benefits previously denominated in Therapy Dollars to BodyTherapy2U Points. |
| 8.6 | **BodyTherapy2U Membership Cancellations and Payments** If you are a BodyTherapy2U Membership subscription customer, you may cancel your subscription at any time by calling 424-262-1327 or by logging into your Account via our Site or App and using the “Cancel Membership” or “Cancel Subscription” button accessible from the BodyTherapy2U Plus tab. If you cancel a BodyTherapy2U Membership monthly subscription, your subscription will terminate immediately following such cancellation, and will not be renewed. Following termination of your BodyTherapy2U monthly subscription, you will not be entitled to any related discounts that were in effect during your subscription term, but you may continue to use any BodyTherapy2U Membership that you accumulated prior to termination and such minutes will not expire for as long as you maintain an Account in good standing. Following cancellation of a BodyTherapy2U Membership subscription, you may be restricted for up to six (6) months from purchasing another BodyTherapy2U monthly subscription. If you cancel a BodyTherapy2U Plus yearly subscription, your subscription and all related discounts will remain in effect until the end of your then-current one-year subscription term, after which your subscription will terminate and will not be renewed. Upon the termination of your BodyTherapy2U yearly subscription, you no longer will be entitled to related discounts that were in effect during your subscription term but you may continue to use any BodyTherapy2U Minutes you accumulated prior to termination and such minutes will not expire while you maintain an Account in good standing. Whether you are a BodyTherapy2U monthly or yearly subscription customer, to the maximum extent permitted by applicable law, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the subscription period during which you cancelled. By subscribing, you authorize BodyTherapy2U to charge the payment account associated with your Account at the time of ordering your subscription, and again at the beginning of each subsequent monthly or yearly subscription renewal period, until you cancel. Upon renewal of your subscription, if BodyTherapy2U does not receive payment from your designated payment provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that BodyTherapy2U may either terminate or suspend your subscription and continue to attempt to charge your payment device until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received). |
| 8.7 | **Shipments.** BodyTherapy2U currently only ships products to addresses within the 48 contiguous United States. When you place an order, we will confirm your address by sending an email to the email address you provided when you placed your order. Your placement of an order through our Websites or Apps is an offer to purchase the products and/or services ordered and we may accept your order by processing your payment and shipping the products or making available your purchased services. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. For any reason, we may decline to accept your order or any part of your order. No order will be considered accepted by BodyTherapy2U until the product(s) has been shipped or service(s) made available. If some of products in your order are temporarily out of stock, we will ship the available products only and notify you of any products that cannot be fulfilled. If we decline to accept your order, we will attempt to notify you at the email address you provided. We further reserve the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order. |
| 8.8 | **Returns.** A product is deemed irrevocably accepted upon your use of the product. You may return purchased products that have not been opened or used within thirty (30) days of purchase for a refund of the purchase price for such returned product. You will be responsible for all shipping and handling charges in connection with any return. |
| 8.9 | **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the Services or products we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. |
| 8.10 | **What if I think I was charged incorrectly?** You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or any right to dispute such charges will be deemed waived. Billing disputes should be directed to the following address: BodyTherapy2U@Gmail.com. |
| 8.11 | **For Therapists.** Each Therapist hereby appoints BodyTherapy2U as the Therapist’s limited payment collection agent solely for the purpose of accepting applicable payment from Customers. Each Therapist agrees that payment made by a Customer through BodyTherapy2U shall be considered the same as a payment made directly to the Therapist, and the Therapist will provide its services to the Customer in the agreed-upon manner as if the Therapist has received the payment. BodyTherapy2U reserves the right to charge the Therapist a commission on the fees paid by a Customer to the Therapist for the provision of Therapist’s services (**“BodyTherapy2U Commission”**). Each Therapist understands that BodyTherapy2U accepts payments from Customers as the Therapist’s limited payment collection agent and that BodyTherapy2U’s obligation to pay the Therapist is subject to and conditioned upon successful receipt of the associated payments from Customers. BodyTherapy2U does not guarantee payments to Therapists for amounts that have not been successfully received by BodyTherapy2U from Customers. In accepting appointment as the limited payment collection agent of the Therapist, BodyTherapy2U assumes no liability for any acts or omissions of the Customers. Each Customer acknowledges and agrees that BodyTherapy2U reserves the right, in its sole discretion, to charge Customer for and collect fees from the Customer. In the event a Customer elects to tip the Therapist for the provision of services, the Customer will be charged for such tip amount designated by Customer. Tips will not be subject to any BodyTherapy2U Commission. BodyTherapy2U reserves the right at its discretion to cancel or reverse any payment, even if it has been previously confirmed by BodyTherapy2U, as a result of any mistake or error, including any mistaken pricing or service description or other error. |
| 8.12 | **What if I need to reschedule or cancel my appointment?** If you are a Therapist or Customer, you agree to BodyTherapy2U’s cancellation and rescheduling policy and the associated charges and payments, the terms of which are located here https://www. BodyTherapy2U.com/cancellation and are incorporated herein by reference. |
| **9.** | **Ownership & Copyright** |
| 9.1 | **Ownership; License to Use Services.** All right, title, and interest in the Services, including the Content therein, are and will remain the property of BodyTherapy2U and its licensors. This includes, without limitation, non-personally identifiable aggregate data collected by BodyTherapy2U in connection with providing the Services, including usage statistics and traffic patterns. Subject to this Agreement, BodyTherapy2U grants you a limited license to use the Services (i) if you are a Customer, solely for non-commercial purposes and (ii) if you are a Therapist, solely for the purpose of connecting with Customers through the Services. Any future release, update, or other addition to the Services shall be subject to this Agreement. |
| 9.2 | Copyright Restrictions. |
|  | (a) The Websites and Apps, including but not limited to software, content, text, photographs, images, graphics, video, audio and the compilation as a whole (“Content”), are protected by copyright and other intellectual property laws throughout the world. You must abide by all additional copyright notices or restrictions contained in the Websites, Apps or elsewhere. You may not delete, modify, or obscure any legal or proprietary notices in the Websites, Apps or elsewhere. |
|  | (b) Except as noted in Section 7 above: (1) the Websites and Apps may not be used, displayed, copied, reproduced, distributed, republished, uploaded, downloaded, posted, transmitted, mirrored or modified; and (2) except to the extent the following restriction is prohibited by applicable law, you may not redistribute, sell, translate, modify, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works of the Websites, Apps or any Content or components that are available on the Websites or Apps. |
|  | (c) You agree not to interfere or take action that results in interference with or disruption of the Websites or Apps or servers or networks connected to the Websites or Apps. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Websites or Apps. |
|  | (d) BodyTherapy2U and its licensors reserve all rights not granted in this Agreement. Except as expressly provided herein, nothing on the Services will be construed as conferring any license under BodyTherapy2U’s and/or any third party’s intellectual property rights. Notwithstanding anything herein to the contrary, BodyTherapy2U may revoke any of the foregoing rights and/or your access to the Services, or any part thereof, at any time without prior notice. |
| 9.3 | **Copyright Permission.** Permission is granted for viewing the Website pages and Content on the Internet and via the Apps for your own informational purposes, subject to the terms and conditions of this Agreement. In the event that information (other than Your Materials) is downloaded from the Websites or Apps, the information, including any Content, data or files incorporated in or generated by the Websites or Apps is owned by BodyTherapy2U and BodyTherapy2U retains complete title to the information and all property rights therein. All other rights are reserved. Reproduction of the Content, in whole or in part, for resale or distribution, is strictly prohibited except with the prior written permission of BodyTherapy2U. To request written consent for such reproduction, please contact us at legal@ BodyTherapy2Ucom. |
| 9.4 | **Content License.** As part of the Services, we may, in our sole discretion, permit you to post, upload, publish, submit or transmit certain Content, including without limitation, photographs or other visual likenesses of you (**“Your Materials”**). By making available any of Your Materials on or through the Services, you (i) hereby grant to BodyTherapy2U and its direct and indirect licensees the perpetual, worldwide, non-exclusive, fully sublicensable right to use Your Materials to provide the Services, promote the Services and improve the Services, and (ii) waive any and all moral and publicity rights that you may have in and to Your Materials with respect to these uses. BodyTherapy2U does not claim any ownership rights in any of Your Materials and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any of Your Materials. If you do not want to grant us permission to use Your Materials in accordance with this Agreement, please do not post, upload, publish, submit or transmit Your Materials. |
| 9.5 | **Content Representation and Warranty.** You acknowledge and agree that you are solely responsible for all of Your Materials that you make available through the Services. You represent and warrant that: (1) you either are the sole and exclusive owner of all of Your Materials that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to BodyTherapy2U the rights in Your Materials, as contemplated under this Agreement; and (2) neither Your Materials nor your posting, uploading, publication, submission or transmittal of Your Materials or BodyTherapy2U’s and its licensees’ use of Your Materials (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate any rights of any person or entity, including without limitation, any patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. |
| 9.6 | **Trademarks/Use of Name or Brand.** All Content, product names, trademarks, service marks and logos appearing as part of the Services, unless otherwise noted, are wholly owned or validly licensed by BodyTherapy2U. BodyTherapy2U’s trademarks, product names, service marks, and logos may not be used without BodyTherapy2U’s written permission. Trademarks, service marks, product names, and logos owned by third parties remain the property of such third parties. |
| 9.7 | **Feedback.** You agree that your submission of any ideas, suggestions, documents, and/or proposals to BodyTherapy2U (“Feedback”) is at your own risk and that BodyTherapy2U has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to BodyTherapy2U a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights. |
| **10.** | **Warranty Disclaimers** |
|  | TO INDIVIDUAL CUSTOMERS |
| 10.1 | THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS, LIABILITY OR CERTAIN DAMAGES OR LIMITATIONS OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. |
|  | **DISCLAIMER.** BODYTHERAPY2U DOES NOT MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NON-INFRINGEMENT, OR USEFULNESS WITH RESPECT TO THE PRODUCTS OR SERVICES. WE MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (4) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. |
|  | YOU AGREE THAT ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF ANY ACTION OR INACTION OF ANY THERAPISTS OR CUSTOMERS, SHALL BE EXCLUSIVELY BETWEEN YOU AND THE THERAPIST OR CUSTOMER (AS APPLICABLE) AND NOT BODYTHERAPY2U. THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS.” YOU AGREE TO USE THE PRODUCTS AND SERVICES SOLELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING. YOU UNDERSTAND AND ACKNOWLEDGE THAT BODYTHERAPY2U ONLY PROVIDES A PLATFORM FOR COMMUNICATION BETWEEN THERAPISTS AND CUSTOMERS, AND AS SUCH BODYTHERAPY2U DISCLAIMS ANY AND ALL LIABILITY RELATING TO YOUR INTERACTIONS WITH ANY THERAPIST(S) OR OTHER CUSTOMER(S). ANY REPRESENTATIONS MADE TO YOU BY ANY THERAPIST(S) ARE MADE SOLELY AT THE DISCRETION OF THE THERAPIST AND BODYTHERAPY2U HAS NO OBLIGATION TO MONITOR OR VALIDATE, AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR, ANY REPRESENTATIONS OR STATEMENTS MADE TO YOU BY THE THERAPIST(S). YOU UNDERSTAND AND ACKNOWLEDGE THAT BODYTHERAPY2U SHALL HAVE NO LIABILITY TO YOU FOR ANY STATEMENTS OR REPRESENTATIONS MADE BY THE THERAPIST TO YOU AS A RESULT OF YOUR USE OF THE SERVICE(S). |
|  | YOU ACKNOWLEDGE THAT THE SITES AND APPS HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SITES AND APPS MEET YOUR REQUIREMENTS. |
|  | TO CORPORATE CUSTOMERS AND THERAPISTS |
| 10.2 | **DISCLAIMER.** BODYTHERAPY2U DOES NOT MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NON-INFRINGEMENT OR USEFULNESS WITH RESPECT TO THE PRODUCTS OR SERVICES. WE MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (4) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. YOU AGREE THAT ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF ANY ACTION OR INACTION OF ANY THERAPISTS OR CUSTOMERS, SHALL BE EXCLUSIVELY BETWEEN YOU AND THE THERAPIST OR CUSTOMER (AS APPLICABLE) AND NOT BODYTHERAPY2U. THE SERVICES ARE PROVIDED “AS IS.” YOU AGREE TO USE THE SERVICES SOLELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT BODYTHERAPY2U ONLY PROVIDES A PLATFORM FOR COMMUNICATION BETWEEN THERAPISTS AND CUSTOMERS, AND AS SUCH BODYTHERAPY2U DISCLAIMS ANY AND ALL LIABILITY RELATING TO YOUR INTERACTIONS WITH ANY THERAPIST(S) OR OTHER CUSTOMER(S). ANY REPRESENTATIONS MADE TO YOU BY ANY THERAPIST(S) ARE MADE SOLELY AT THE DISCRETION OF THE THERAPIST AND BODYTHERAPY2U HAS NO OBLIGATION TO MONITOR OR VALIDATE, AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR, ANY REPRESENTATIONS OR STATEMENTS MADE TO YOU BY THE THERAPIST(S). YOU UNDERSTAND AND ACKNOWLEDGE THAT BODYTHERAPY2U SHALL HAVE NO LIABILITY TO YOU FOR ANY STATEMENTS OR REPRESENTATIONS MADE BY THE THERAPIST TO YOU AS A RESULT OF YOUR USE OF THE SERVICE(S). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. |
| **11.** | **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE BODYTHERAPY2U PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR MISUSE OF THE SERVICES OR BREACH OF THIS AGREEMENT. TO INDIVIDUAL CUSTOMERS, CORPORATE CUSTOMERS AND THERAPISTS |
| **12.** | **LIMITED LIABILITY. ALL THERAPIST MUST HAVE THEIR OWN LIABILITY INSURANCE MINIMUM 2MILLION DOLLARS LIABILITY WITH BODYTHERPAY2U ADDED AS AN ADDITIONAL INSUROR. THERAPIST MUST ALWAYS KEEP THEIR OWN INSURANCE UPDATED AND UPLOAD PROOF OF UPDATED DOCUMENTATION ON THERAPIST ACCOUNT ON BODYTHERAPY2U EVERY YEAR.** |
| 12.1 | **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT BODYTHERAPY2U, OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AND AGENTS AND ALL OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE **“BODYTHERAPY2U PARTIES”**) WILL NOT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR: (A) ANY LOSS OF PROFITS OR REVENUE OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT WE OR OTHER BODYTHERAPY2U PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; (B) ANY LOSS OR DAMAGES RESULTING FROM YOUR INTERACTIONS WITH THERAPIST(S) OR OTHER CUSTOMERS; OR (C) ANY LOSS OR DAMAGES INCURRED AS A RESULT OF UNAUTHORIZED ACCESS TO YOUR ACCOUNT WHICH IS NOT WITHIN OUR REASONABLE CONTROL. |
| 12.2 | **LIABILITY CAP.** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE BODYTHERAPY2U PARTIES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, YOUR INTERACTION WITH ANY THERAPIST(S) OR OTHER CUSTOMER(S), ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT RECEIVED BY BODYTHERAPY2U FROM YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (B) $100. |
| 12.3 | **ESSENTIAL PURPOSE.** THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF CERTAIN WARRANTIES, CONDITIONS OR REPRESENTATIONS SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. |
| 12.4 | **WHAT WE DO NOT EXCLUDE.** NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE LIABILITY FOR: |
|  | (a) DEATH OR PERSONAL INJURY RESULTING SOLELY FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; |
|  | (b) FRAUD OR FRAUDULENT MISREPRESENTATION; |
|  | (c) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW. |
| **13.** | **Third Party Links & App Store** |
| 13.1 | **Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, **“Third-Party Links & Ads”**). Where the Site contains links to Third-Party Links & Ads, these links are provided for your information and convenience only. We have no control over the contents of those sites or resources. BodyTherapy2U does not review, approve, endorse or make any promises with respect to Third-Party Links & Ads. You use Third-Party Links & Ads at your own risk. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, not this Agreement. |
| 13.2 | **App Store.** When you download our Apps, you may do so through a third party’s App Store. You acknowledge that the terms of this Agreement are between you and us and not with the owner or operator of the App Store (“App Store Owner”). As between the App Store Owner and us, we, and not the App Store Owner, are solely responsible for the Services, including the App, the content, maintenance, support services, and warranty, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store Owner in connection with the Services, including the App. The following applies to any App Store Sourced Application (as such term is defined in Section 7): |
|  | (a) Your use of the App Store Sourced Application must comply with the App Store’s “Terms of Service” or equivalent terms. |
|  | (b) You acknowledge that the App Store Owner has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application. |
|  | (c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the App Store Owner, and the App Store Owner will refund the purchase price for the App Store Sourced Application to you (if any) and to the maximum extent permitted by applicable law, the App Store Owner will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between BodyTherapy2U and the App Store Owner, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of BodyTherapy2U. |
|  | (d) You and we acknowledge that, as between Soothe and the App Store Owner, the App Store Owner is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (1) product liability claims; (2) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. |
|  | (e) You and we acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between BodyTherapy2U and the App Store Owner, BodyTherapy2U, not the App Store Owner, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. |
|  | (f) You and we acknowledge and agree that the App Store Owner, and the App Store Owner’s subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of this Agreement, the App Store Owner will have the right (and will be deemed to have accepted the right) to enforce the terms of this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof. |
|  | (g) Without limiting any other terms in this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application. |
| **14.** | **Account Suspension or Termination** |
| 14.1 | **When we might suspend or terminate your Account or Site access.** We may, subject to applicable law, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate this Agreement and/or your access to the Services, and (b) deactivate or cancel your Account. |
| 14.2 | **What happens when these Terms terminate?** Upon termination we will promptly pay you any amounts that we reasonably determine we owe you (if any) in our discretion. In the event BodyTherapy2U terminates this Agreement or your access to the Services or deactivates or cancels your Account, you will remain liable for all amounts due hereunder. Upon termination of these Terms, all licenses granted by Soothe to you to use the Services will immediately terminate and the following sections will survive termination of these Terms: Sections 1, 2, 3, 4, 5, 6, 7.2, 8, the ownership provision of Section 9.1, 9.2, the ownership provision and intellectual property restrictions in 9.3, 9.4, 9.5, 9.6, 9.7, 10, 11, 12, 13, 14, 15, and 16. |
| 14.3 | **Your right to cancel your Account.** You may cancel your Account at any time by contacting us at the contact information set out in Section 2.3 or using any other cancellation method we make available through the Services. Please note that if your Account is cancelled, we do not have any obligation to keep, delete, or return to you any of Your Materials that you have posted to the Services, including, but not limited to, any reviews or Feedback, nor, to the maximum extent permitted by applicable law, are we obligated to refund you any prepaid payments for the Services you have made on your Account. |
| 14.4 | **Our right to cancel.** If we terminate this Agreement and/or your access to the Services as a result of your violation of any applicable law or regulation, we may also, at our sole discretion, inform law enforcement or regulatory authorities of the circumstances surrounding such termination. |
| **15.** | **Reporting Complaints or Concerns** |
| 15.1 | **Contacting BODYTHERAPY2U.** To the extent you have any complaints or concerns that arise relating to your Services, including those relating to a Therapist or Customer, immediately contact us at BodyTherapy2U@Gmail.com, or by calling the Trust & Safety Team at 424-262-1327 For emergencies, including with regard to personal safety, please dial 911 and/or contact your local law enforcement. |
| 15.2 | **Investigating Complaints.** During the course of investigating complaints and concerns, we may suspend your Account or Site access, consistent with Section 14 above. Upon completion of the investigation, BodyTherapy2U may terminate your Account subject to the terms set forth in Section 14 above. |
| **16.** | **Other Important Terms** |
| 16.1 | **Privacy Policy.** Please refer to our Privacy Policy https://www.Bodytherapy2u.com/legal/privacy for more information on BodyTherapy2U’s policy regarding the collection, use, and disclosure of personal information in connection with the Services. |
| 16.2 | **Anti-Spam.** BodyTherapy2U prohibits the sending of unsolicited email or text messages (spam) or other communications that violate applicable privacy and anti-spam legislation. Spam is defined for this purpose as sending any message that encourages participation in a commercial activity or multiple messages similar in content to any person(s), entity(ies), newsgroup(s), forum(s), email list(s), or other group(s), individual(s) or list(s) unless prior authorization has been obtained from the recipient or unless a business or personal relationship has already been established with the recipient in accordance with the requirements under applicable law. BodyTherapy2U also prohibits using false headers in emails or falsifying, forging or altering the origin of any email or text message in connection with BodyTherapy2U, and/or any products and Services. BodyTherapy2U prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise. IF YOU OR ANYONE YOU KNOW IS “SPAMMED” BY SOMEONE IN RELATION TO BODYTHERAPY2U’S SERVICES, PLEASE CONTACT US PROMPTLY AT EITHER THE CONTACT INFORMATION SET FORTH IN SECTION 2.3 OR VIA THE CONTACT MECHANISM MADE AVAILABLE VIA THE WEBSITE SO THAT WE MAY TAKE APPROPRIATE ACTION. |
| 16.3 | **Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, consistent with the federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. For any proceedings not subject to mandatory arbitration under Section 16.6, you and we agree to submit to the non-exclusive jurisdiction of the federal or state courts located in St. Petersburg Florida. This means that, if you are a citizen of a country in the EU, you may bring a claim to enforce your consumer protection rights in connection with this Agreement in Florida or in the EU country in which you live. |
| 16.4 | **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. |
| 16.5 | **Rights and Remedies.** Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. |
| 16.6 | **Arbitration Agreement: Mandatory Arbitration and Dispute Resolution for United States Users.** Please read this Section 16.6 (the “Arbitration Agreement”) carefully. It is part of your contract with BodyTherapy2U and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. |
|  | *(a) Applicability of Arbitration Agreement*. To the fullest extent permitted by applicable law, all claims and disputes (excluding only those claims described in Subsections 16(m)-(o) below) between you, us and/or any of the BodyTherapy2U Parties arising out of or relating to the Agreement or the Services or any communication from BodyTherapy2U or any of the BodyTherapy2U Parties to any User (including, without limitation, any claims arising under the federal Telephone Consumer Protection Act, 47 U.S.C. section 227) that cannot be resolved informally shall be resolved exclusively by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you, the BodyTherapy2U Parties, your and their respective predecessors-in-interest, successors, and assigns, and to all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement. |
|  | *(b) Notice Requirement and Informal Dispute Resolution*. Before any party may seek arbitration, the party must first send to the other party or parties a written Notice of Dispute (**“Notice”**) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to BodyTherapy2U should be sent to: Director of Operations, BodyTherapy2U, 4949 34th Street S. St. Petersburg Florida 37011. After the Notice is received, you and BodyTherapy2U or the applicable BodyTherapy2U Parties may attempt to resolve the claim or dispute informally. If the parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, any party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled. |
|  | *(c) Arbitration Rules*. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider (**“ADR Provider”**) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that BodyTherapy2U made to you prior to the initiation of arbitration, BodyTherapy2U will pay you the greater of the award or fifty dollars ($50). Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider to the maximum extent permitted by law. |
|  | *(d) Additional Rules for Non-Appearance Based Arbitration*. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties. |
|  | *(e) Time Limits*. If you or any BodyTherapy2U Party pursues arbitration, the arbitration action must be initiated and/or demanded within the applicable statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the JAMS Rules for the pertinent claim. |
|  | *(f) Authority of Arbitrator*. If arbitration is initiated, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and the BodyTherapy2U Parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual party under applicable law, the JAMS Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Soothe Parties. In any arbitration, the arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. |
|  | *(g) Waiver of Jury Trial*. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and any BodyTherapy2U Parties in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. |
|  | *(h) Waiver of Class, Representative or Consolidated Actions*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of the limitations set forth in this Subsection 16.6(h) as to a given claim for relief, then the applicable claim must be severed from the arbitration and brought into the state or federal courts located in St. Petersburg Florida. All other claims shall be arbitrated. |
|  | *(i) Confidentiality*. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief. |
|  | *(j) Severability.* Except as provided in Subsection 16.6(h), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. |
|  | *(k) Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement. |
|  | *(l) Survival of Arbitration Agreement*. This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with BodyTherapy2U. |
|  | *(m) Small Claims Court*. Notwithstanding the foregoing, either you or the BodyTherapy2U Parties may bring an individual action in small claims court if the action qualifies and advances solely in such court on an individual basis. |
|  | *(n) Emergency Equitable Relief*. Notwithstanding the foregoing, either party may seek emergency interim equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement. |
|  | *(o) Claims Not Subject to Arbitration*. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party’s patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement. |
|  | *(p) Courts*. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within St. Petersburg Florida, for such purpose. |
|  | *(q) Modification*. Notwithstanding any provision in the Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing BodyTherapy2U at the following address: Director of Operations, BodyTherapy2U, 4949 34th Street S St. Petersburg Florida 33711. |
| 16.7 | **If any of these Terms is unenforceable, the rest will continue in force.** Each term of the Agreement operates separately. Except as provided in Section 16.6(h), if any term of this Agreement is held to be invalid or unenforceable, then such specific term shall be of no force or effect and shall be severed and the remaining terms will remain in full force and effect. |
| 16.8 | **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without BodyTherapy2U’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may assign or transfer our rights and obligations under these Terms to another company or organization – for example, this could include another member of our group of companies or someone who buys our business. We will notify our active Users in writing if this happens. |
| 16.9 | **International Users.** The Services are controlled and offered by BodyTherapy2U from its facilities in the United States of America. BodyTherapy2U makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law. |
| 16.10 | **Force Majeure.** BodyTherapy2U shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, power or Internet outage, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. |
| 16.11 | **Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law. |
| 16.12 | **Consumer Complaints.** You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the Florida Department of Consumer Affairs by contacting them in writing at 14250 49th St. N Clearwater Fl 33762 at 800-435-7352.  |
| 16.13 | **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. |

**PLEASE CHECK BACK FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.**