

## Terms and Conditions

Version 1.0 Date: 21/01/2022

1. Your use of <https://www.messagebranding.com/> (hereinafter referred to as “Website” or “Site”) is operated by Massage Business Education & Branding, LLC, with Company Number 20191548653, incorporated in Colorado (US), with its office at 2137 N. Academy Blvd., Colorado Springs, CO, 80909, US. (hereinafter referred to as “Messagebranding or MassageBizPro”).
2. Messagebranding is a Website that helps massage therapists and wellness providers kickstart their businesses. From understanding how to start a massage business to scaling and maintaining a profitable and sustainable business. It not only helps you set the right solid foundation but also helps you set it apart from your competitors.
3. Throughout the Site, the terms “we”, “us” and “our” refer to Messagebranding also wherever the context so requires “You” or “User” shall mean any natural or legal person who visits or uses the Website. MessageBizPro offers this Website, including all information, tools, and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.
4. The use of any product, service, or features (the “Materials”) available through the Site and mentioned below is governed by the Terms:
  - a) Multiple membership options to choose from that give you access to a video library or pre-recorded presentations, downloadable pdfs, and access to live virtual classes.
  - b) Live virtual class once a month to be purchased separately.
  - c) There are multiple pre-recorded sessions that can be purchased individually.
  - d) One-to-one virtual appointments along with two follow-up sessions can be purchased separately.
  - e) A branding photoshoot, which would provide you with digital products/prints can be purchased separately.
  - f) You can apply to become a member of the co-working network and work from MessageBizPro’s premises.
  - g) The Website also has a reference page. Where We recommend you to businesses that We think would help protect your massage business and help to grow it.
5. By visiting our site and/ or purchasing something from us, you engage in our “Services” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”, “Terms of Use”) as applicable to the Website including the applicable policies which are incorporated herein by way of reference.
6. Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Service,

you also accept and agree to be bound by our policies. (Including but not limited to Privacy Policy available and as amended from time to time.)

7. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
8. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.
9. This Website, including all Materials present (excluding any applicable third-party materials), is the property of MassageBizPro and is copyrighted and protected by worldwide copyright laws and treaty provisions. You hereby agree to comply with all copyright laws worldwide in your use of this Website and to prevent any unauthorized copying of the Materials. MassageBizPro does not grant any express or implied rights under any patents, trademarks, copyrights, or trade secret information.
10. When you use any Materials provided by us through the Website including but not limited to (e.g. customer comments and social actions) you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such services, and they shall be deemed incorporated into the Terms of Service and considered a part and parcel of the Terms of Service. As long as you comply with the Terms of Service, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website.
11. E-Commerce Terms:
  - a. Individuals using the Website who are Minors/under the age of 18 shall not register as a User of the Website and shall not transact on or use the Website.
  - b. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to Intellectual Property laws).
  - c. You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.
12. Order Acceptance:
  - a. Each product on the Website purchased by you is sold by us.

- b. Acceptance of your purchase will take place when we send you a confirmation email. In case we are unable to accept your purchase, we will inform you of this in writing and will not charge you for the same.
- c. Cardholders must retain a copy of transaction records and Merchant policies and rules.
- d. By purchasing on our Website, you authorize us or our third-party payment processor to process your credit/debit card details for the amount of your purchase.
- e. We accept payments made by:
  - i. Debit cards either Visa or Master Card and all credit cards.
- f. In order to authorize credit/debit card payments, we may be required to create an account for you with our third-party payment processors, including accepting their standard terms and conditions and submitting your details to them on your behalf. You hereby authorize us to do so and we shall not be liable to you for any damage or loss you may incur as a result.
- g. We may remove or add cards or other payment methods that we accept at any time without prior notice to you.

### 13. Refund:

Any Material or Service purchased by a user on this Website is NOT liable to refund. All purchases are final and non-refundable whatsoever. Rescheduling of sessions is an option for certain services, refer the Refund and Rescheduling Policy for more details.

### 14. Eligibility and Registration Requirements:

- a. You are eligible to register as a buyer and purchase Materials if you are above the legal age for purchasing Products in your country of residence; and
- b. To register on the Website, you will need to provide us with certain information. Your registration to the Site may not be accepted if you do not provide us with the required information. We reserve the right to decline any registration without further explanation. We reserve the right to undertake such checks as are necessary to verify your identity.
- c. After you have completed registration, your registration shall continue for an indefinite period, subject to suspension or termination in accordance with these Terms of Service.

### 15. General Terms:

- a. We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve

- i. transmissions over various networks.
  - ii. changes to conform and adapt to technical requirements of connecting networks or devices.
- 16. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Materials or Service, use of the Materials or Service, or access to the Materials or Service or any contact on the Website through which the service is provided, without express written permission by MassageBizPro.

17. Your Obligations:

- a. During your purchase on the Website, you agree that you:
  - i. intend to enter into a contract with us;
  - ii. are responsible for maintaining the confidentiality of, and restricting access to and use of your account and password, and accept responsibility for all activities that occur under your account and password;
  - iii. are responsible for maintaining the confidentiality of your account and agree not to share your login details with any other user;
  - iv. agree to immediately notify us of any unauthorized use of your password or account or any other breach of security;
  - v. will provide true, accurate, current, and complete information about yourself and your use of the Website as required by us;
  - vi. will cooperate with our requests for additional information with respect to your eligibility and usage of our Website.
  - vii. will maintain the confidentiality of all the information that is provided to you by this Website.

18. Accuracy, Completeness, and Timeliness of Information:

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or timelier sources of information. Any reliance on the material on this site is at your sole risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

19. Modifications to the Service and Prices:

- a. Prices for our products are subject to change without notice.
- b. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- c. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

20. Intellectual Property:

- a) MassageBizPro is entirely protected by **copyright, trademark, and/or other laws of the United States.** You acknowledge and agree that all the associated intellectual property rights are the sole exclusive property of MassageBizPro.
- b) You are expressly not allowed to erase, delete, edit or remove any copyright, trademark, logo, proprietary rights notices, or source identifiers on or any MassageBizPro's content.
- c) You are not permitted to utilize, copy, modify, repurpose, prepare derivative works of, distribute, license, sell, transfer, publicly display, transmit, broadcast, or otherwise exploit MassageBizPro content, except as expressly permitted in these Terms.
- d) Subject to your adherence to these Terms, MassageBizPro shall grant you a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to access and view any content made available on or through this Website and accessible to you, exclusively for your personal consumption and non-commercial use.
- e) As and when you are uploading, posting, or otherwise making available any content on or through MassageBizPro, you grant to MassageBizPro a non-exclusive, perpetual (or for the term of the protection), sub-licensable, and transferable license to such content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such content to provide and/or promote MassageBizPro, in any media or platform.
- f) You shall remain responsible for any and all content that you make available on or through MassageBizPro and the Site. Accordingly, you represent and warrant that: (i) you are the sole and exclusive owner of all content that you make available on or through MassageBizPro; and (ii) neither the content nor your posting, uploading, publishing, submitting, or transmitting content that may misappropriate or violate a third party's 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.

- g) You must not post, upload, publish, submit or transmit any content that: (i) is fraudulent, untrue, or misleading (directly or by failure to update information); (ii) is defamatory, obscene, vulgar, or offensive; (iii) promotes discrimination, racism, hatred, harassment or harm against any individual or group; (iv) is threatening to any other person; (v) promotes illegal or harmful activities; or (vi) violates any of MassageBizPro's policies.
- h) You acknowledge that MassageBizPro has no general obligation to monitor the content of the customer nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or edit any content made available on MassageBizPro.
- i) MassageBizPro respects copyright law and expects its users to do the same. If you believe that any content on MassageBizPro infringes copyrights you own, notify us.

#### 21. Accuracy of Billing and Account Information:

- a. We reserve the right to refuse any purchase with us for any reason whatsoever. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the purchase was made. We reserve the right to limit or prohibit purchases that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.
- b. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address, credit card numbers, and expiration dates so that we can complete your transactions and contact you as needed.

#### 22. Third-party Tools:

- a. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- b. You acknowledge and agree that we provide access to such tools on an "as is" and "as available" basis without any warranties, representations, or conditions of any kind and without any endorsement.
- c. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

- d. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- e. We may also, in the future, offer new services and/or features and/or material through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### 23. Third-party Links:

- a. Certain content, products, and services available via our Service may include materials from third parties.
- b. Third-party links on this site may direct you to third-party Websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Websites, or for any other materials, products, or services of third parties.
- c. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other made in connection with any third-party Websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.
- d. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

### 24. False Identity Submissions

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

### 25. Personal Information:

- a. We view the protection of your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of our most important assets. We store and process Your Information including any sensitive financial information collected if any. Your submission of personal information through the Website is governed by our Privacy Policy. Click here to view our Privacy Policy. If you object to Your Information being transferred or used in this way please do not use the Website.
- b. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

- c. We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal processes. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

26. Errors, Inaccuracies, And Omissions:

- a. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related Website is inaccurate at any time without prior notice (including even after you have submitted your order, and therefore not honor your order).
- b. We undertake no obligation to update, amend or clarify information in the Service or on any related Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related Website should be taken to indicate that all information in the Service or on any related Website has been modified or updated.

27. Prohibited Uses:

- a. You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.
- b. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password “mining” or any other illegitimate means.
- c. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace, or seek to trace any information on any other User of or visitor



to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

- d. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- e. You are prohibited from using the site or its content:
  - i. for any unlawful purpose;
  - ii. to solicit others to perform or participate in any unlawful acts;
  - iii. to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances;
  - iv. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
  - v. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
  - vi. to submit false or misleading information;
  - vii. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Website, other Websites, or the Internet;
  - viii. to collect or track the personal information of others;
  - ix. to spam, phish, pharm, pretext, spider, crawl, or scrape;
  - x. for any obscene or immoral purpose; or
  - xi. to interfere with or circumvent the security features of the Service or any related Website, other Websites, or the Internet.
- f. We reserve the right to terminate your use of the Service or any related Website for violating any of the prohibited uses.

## 28. Disclaimer of Warranties and Limitation of Liability:

- a. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- b. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- c. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the Site are (except as expressly stated by us) provided on an 'as is' and 'as available' basis for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title, and non-infringement. In no case shall MassageBizPro, our directors, partners, shareholders, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
- d. This Website, all the Materials and information/content (including but not limited to software) and services, included on or otherwise made available to you through this Website are provided on an “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, MassageBizPro does not warrant that:
  - i. This Website will be constantly available, or available at all; or
  - ii. The information on this Website is complete, true, accurate, or non-misleading.
- e. MassageBizPro will not be liable to you in any way or in relation to the Materials of, or use of, or otherwise in connection with, the Website. MassageBizPro does not warrant that this site; information, content, Materials, product (including software), or services included on or otherwise made

available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

#### 29. Relationship of the Parties:

Nothing contained in these Terms of Services will be deemed or construed by the parties to create a partnership, joint venture, or agency between the parties. It is understood that the parties will at all times remain independent parties.

#### 30. Indemnity:

You agree to indemnify, defend and hold harmless MassageBizPro, owner, licensee, affiliates, subsidiaries, group companies (as applicable), and their respective officers, partners, shareholders, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

#### 31. Severability:

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### 32. Limitation Of Damages:

In no event shall MassageBizPro or any of its subsidiaries or affiliates or owners be liable to any entity for any direct, indirect, special, consequential, or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of this Website or any linked Website, even if MassageBizPro is expressly advised of the possibility of such damages.

#### 33. Termination

- a. Without prejudice to any of our rights and remedies and without any liability to you, we may limit, suspend or withdraw a user's access to the Website and/or cancel any order placed by you at our sole discretion. For the avoidance of doubt, any amounts paid and received by us in relation to a canceled order will be refunded.
- b. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

- c. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- d. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination, and/or accordingly may deny you access to our Services (or any part thereof).

#### 34. Force Majeure:

Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts could reasonably be anticipated, including but not limited to, acts of God, legislative, judicial or regulatory acts of the federal or state government, court or regulatory authority, acts of any of our suppliers or any third-party providers of products to us, labor disruptions, pandemics, blackouts, or embargoes.

#### 35. No Waiver:

- a. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- b. Any waiver by us of any of the provisions of these Terms of Sale will not constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.

#### 36. Entire Agreement:

These Terms of Service and any policies or operating rules posted by Us on this site or in respect to The Service constitutes the entire agreement and understanding between You and Us and govern Your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### 37. Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and MassageBizPro are unable to resolve any dispute through informal discussion, then you and MassageBizPro agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and MassageBizPro. The costs of any mediation or arbitration will be paid by the unsuccessful party. Notwithstanding any other provision in these Terms and Conditions, you and MassageBizPro agree that you both retain

the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

#### 38. Governing Law And Jurisdiction:

United States of America (USA) is our country of domicile and stipulates that the governing law is the local law. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in the state of Colorado (USA). These Terms of Service and any separate agreements whereby we provide you Services shall be governed by, interpreted, and construed in accordance with the laws of Colorado (USA).

#### 39. Changes To Terms Of Service:

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of the Website following the changes will mean that you accept and agree to the revisions. As long as you comply with the Terms of Service, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website.

#### 40. Contact Information:

Please contact us at [messagebranding@gmail.com](mailto:messagebranding@gmail.com) for any questions or comments on the Terms of Service and regarding this Website (including all inquiries related to copyright infringement).