

Terms of Service

Effective Date: Jan 1, 2020

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Massagix Platform, you agree to comply with and be bound by these Terms of Service.

These Terms of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Massagix (as defined below) governing your access to and use of the Massagix website, including any sub domains thereof, and any other websites through which Massagix makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Massagix Services**"). The Site, Application and Massagix Services together are hereinafter collectively referred to as the "**Massagix Platform**".

When these Terms mention "**Massagix**," "**we**," "**us**," or "**our**," it refers to the Massagix company you are contracting with. Your contracting entity will generally be determined based on your Country of Residence. Your "**Country of Residence**" is the jurisdiction associated with your Massagix Account as determined by either your express selection or by Massagix's assessment of your residence using various data attributes associated with your Massagix Account.

Our collection and use of personal information in connection with your access to and use of the Massagix Platform is described in our Private Policy.

Any and all payment processing services through or in connection with your use of the Massagix Platform ("**Payment Services**") are provided to you by one or more Massagix Payments entities (individually and collectively, as appropriate, "**Massagix Payments**") as set out in the Payment Terms of Service herewith ("**Payments Terms**").

Practitioners alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Services. For example, some cities have laws that restrict their ability to service paying clients. In many cities, Practitioners may have to register, get a permit or obtain a license before providing Massage Services. Practitioners are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Massage Services they offer. Certain types of Massage Services may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Listing(s) and Practitioner Service(s) on Massagix, you should always seek legal guidance.

1. Scope of Massagix Services

1.1 The Massagix Platform is an online marketplace that enables registered users ("**Members**") and certain third parties who offer services (Members and third parties who offer services are "**Practitioners**" and the services they offer are "**Massage Services**") to publish such Massage Services on the Massagix Platform ("**Listings**") and to communicate and transact directly with Members that are seeking to book such Massage Services (Members

using Massage Services are “**Clients**”). Massage Services may be conducted at a Spa, at the Practitioner’s place or at the Client’s place (all referred to as “**Venue**”).

1.2 As the provider of the Massagix Platform, Massagix does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Massage Services, nor is Massagix an organizer or retailer of such services. Practitioners alone are responsible for their Listings and Massage Services. When Members make or accept a booking, they are entering into a contract directly with each other. Massagix is not and does not become a party to or other participant in any contractual relationship between Members, nor is Massagix broker or insurer. Massagix is not acting as an agent in any capacity for any Member, except as specified in the Payment Terms.

1.3 While we may help facilitate the resolution of disputes, Massagix has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Massage Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Massagix does not endorse any Member, Listing or Massage Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Massagix about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to participate in a Massage Service, accept a booking request from a Client, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Massagix of any Practitioner, Client, or Listing.

1.4 If you choose to use the Massagix Platform as a Practitioner, your relationship with Massagix is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Massagix for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Massagix. Massagix does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Massage Services. You acknowledge and agree that you have complete discretion whether to list Massage Services or otherwise engage in other business or employment activities.

1.5 To promote the Massagix Platform and to increase the exposure of Listings to potential Clients, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Massagix cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Massagix Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The Massagix Platform may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions

and privacy practices. Massagix is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Massagix of such Third-Party Services.

1.7 Due to the nature of the Internet, Massagix cannot guarantee the continuous and uninterrupted availability and accessibility of the Massagix Platform. Massagix may restrict the availability of the Massagix Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Massagix Platform. Massagix may improve, enhance and modify the Massagix Platform and introduce new Massagix Services from time to time.

2. Eligibility, Using the Massagix Platform, Member Verification

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Massagix Platform or register a Massagix Account. By accessing or using the Massagix Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

2.2 Massagix may make access to and use of the Massagix Platform, or certain areas or features of the Massagix Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

2.3 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.4 The access to or use of certain areas and features of the Massagix Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Massagix Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.5 If you access or download the Application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#). Some areas of the Massagix Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

3. Modification of these Terms

Massagix reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Massagix Platform and update the “Last Updated” date at the top of these Terms. If you do not terminate your Agreement, your continued access to or use of the Massagix Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 You must register an account ("**Massagix Account**") to access and use certain features of the Massagix Platform, such as publishing or booking a Listing. If you are registering a Massagix Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a Massagix Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook ("**SNS Account**").

4.3 You must provide accurate, current and complete information during the registration process and keep your Massagix Account and public Massagix Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Massagix Account unless Massagix authorizes you to do so. You may not assign or otherwise transfer your Massagix Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Massagix Account credentials and may not disclose your credentials to any third party. You must immediately notify Massagix if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Massagix Account. You are liable for any and all activities conducted through your Massagix Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

5. Content

5.1 Massagix may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Massagix Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Massagix itself makes available on or through the Massagix Platform, including proprietary Massagix content and any content licensed or authorized for use by or through Massagix from a third party ("**Massagix Content**" and together with Member Content, "**Collective Content**").

5.2 The Massagix Platform, Massagix Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of England and other countries. You acknowledge and agree that the Massagix Platform and Massagix Content, including all associated intellectual property rights, are the exclusive property of Massagix and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright,

trademark, service mark or other proprietary rights notices incorporated in or accompanying the Massagix Platform, Massagix Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Massagix used on or in connection with the Massagix Platform and Massagix Content are trademarks or registered trademarks of Massagix in England and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Massagix Platform, Massagix Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Massagix Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Massagix or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Massagix grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Massagix Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Massagix Platform, you grant to Massagix a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Massagix Platform, in any media or platform. Unless you provide specific consent, Massagix does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are solely responsible for all Member Content that you make available on or through the Massagix Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Massagix Platform or you have all rights, licenses, consents and releases that are necessary to grant to Massagix the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Massagix's use of the Member Content (or any portion thereof) will infringe, 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.

5.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to

any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any other Massagix policy. Massagix may, without prior notice, remove or disable access to any Member Content that Massagix finds to be in violation of these Terms or Massagix's then-current Policies, or otherwise may be harmful or objectionable to Massagix, its Members, third parties, or property.

5.8 Massagix expects its Members to respect copyright law and expects its Members to do the same. If you believe that any content on the Massagix Platform infringes copyrights you own, please notify us via email.

6. Service Fees

6.1 Massagix may charge fees to Practitioners ("**Practitioner Fees**") and/or Clients ("**Client Fees**") (collectively, "**Service Fees**") in consideration for the use of the Massagix Platform. More information about when Service Fees apply and how they are calculated can be found on our Payment Terms of Service section below.

6.2 Massagix reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective.

6.3 You are responsible for paying any Service Fees that you owe to Massagix. The applicable Service Fees are collected by Massagix Payments when possible. When this is the case, Massagix Payments will deduct any Practitioner Fees from the Listing Fee before remitting the payout to the Practitioner, except as otherwise provided on the Massagix Platform, Service Fees are non-refundable.

7. Terms specific for Practitioners

7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the Massagix Platform you must (i) provide complete and accurate information about your Practitioner Service (such as listing description, location, and calendar availability), (ii) provide any other pertinent information requested by Massagix. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, and other applicable charges) for your Listing ("**Listing Fee**"). Once a Client requests a booking of your Listing, you may not request that the Client pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 When given the possibility to post pictures, animations or videos (collectively, "**Images**"), these must accurately reflect the quality and condition of your Massage Services. Massagix reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.5 The placement and ranking of Listings in search results on the Massagix Platform may vary and depend on a variety of factors, such as Client search parameters and preferences, price and availability, proximity level of recent activity, number and quality of Images, customer service and cancellation history, Ratings, type of Massage Service, or any other factor that Massagix may integrate into its algorithms.

7.1.6 When you accept a booking request by a Client that the Client then confirms, you are entering into a legally binding agreement with the Client and are required to provide your Massage Service(s) to the Client as described in your Listing when the booking request is made. You also agree to pay the applicable Practitioner Fee.

7.1.7 When a Massage Request is confirmed, the address of the Venue becomes known to both the Client and the Practitioner. If you are selecting your home address as the Venue for the Massage Request, be aware that the address will be known to the other party as soon as the Booking is confirmed.

7.1.8 Massagix recommends that Practitioners obtain appropriate insurance whenever applicable. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Clients while you are performing your Massage Service.

7.2 Listing Messages

You represent and warrant that any Listing you post and the booking of a Massage Service, will comply with all applicable laws, Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Practitioner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you service at the Venue of your choice. You are also directly responsible for paying any taxes that would be in force in your country of residence and understand that the price your quote is inclusive of all such taxes including VAT.

8. Terms specific for Clients

8.1 Terms applicable to all bookings

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Massagix and/or the Practitioner, you can book a Listing available on the Massagix Platform by following the respective booking process. All applicable fees if any will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Massagix Account.

8.1.2 Upon receipt of a booking confirmation from Massagix, a legally binding agreement is formed between you and your Practitioner, subject to any additional terms and conditions of the Practitioner that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Massagix Payments will collect the Total Fees at the time of the booking request pursuant to the Payment Terms.

8.1.3 When a Massage Request is confirmed, the address of the Venue becomes known to both the Client and the Practitioner. If you are selecting your home address as the Venue for the Massage Request, be aware that the address will be known to the other party as soon as the Booking is confirmed.

8.1.4 You may not book a Massage Service on behalf of other or additional Clients.

8.2 Booking Practitioner Services

8.2.1 You should carefully review the description of any Massage Service you intend to book to ensure you meet proficiency, fitness, health or other requirements which the Practitioner has specified in their Listing. At your sole discretion you may want to inform the Practitioner of any medical or physical conditions, or other circumstances that may impact your ability to participate in the Practitioner Service. You are solely responsible for the choice of Practitioner that you make and take full responsibility for the service that will be provided by that Practitioner and that it meets your needs and any medical conditions you may have. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in a Practitioner Service.

8.2.2 You may not bring any additional individuals to a Practitioner Service.

9. Payment Terms Of Service

9.1 Scope and Use of the Payment Services

9.1.1 Massagix's Payment Services are powered by a Third Party Provider. Currently it is the MangoPay platform that is being used for these purposes, and you may visit their terms of use at https://www.mangopay.com/terms/end-user-terms-and-conditions/Mangopay_Terms-EN.pdf Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. Massagix is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services.

9.1.2 Massagix provides through its Third Party Provider payments services to Members, including payment collection services, payments and payouts, in connection with and through the Massagix Platform (“**Payment Services**”) for Massage Bookings that have been set to be paid by card. In some instances, Clients and Practitioners may opt to have a Massage Booking be paid in cash. When this is the case, Massagix will not have any role nor will it have any responsibility in collecting the amount of the Massage Booking. The Client will have to pay the Practitioner in cash directly at the time of the Massage Booking; the Practitioner will then have to settle the Practitioner Fee (referred to as Cash Commission) that is due to Massagix through the Massagix Platform; this transaction will go through the Payment Services as the Practitioner will be asked to effect a payment to a Massagix account.

9.1.3 Massagix may restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. Massagix may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time.

9.1.4 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

9.2 Key Definitions

“**Country of Residence**” means the jurisdiction associated with your Massagix Account as determined by Massagix’s assessment of your residence using various data attributes associated with your Massagix Account.

“**Payout**” means a payment initiated by Massagix through its Third Party Provider to a Member for services performed in connection with the Massagix Platform.

“**Payment Method**” means a financial instrument that you have added to your Massagix Account, such as a credit card, or debit card.

“**Payout Method**” means a financial instrument that you have added to your Massagix Account, direct deposit, a prepaid card, or a debit card (where available).

9.3. Modification of these Payments Terms

Massagix Payments reserves the right to modify these Payments Terms at any time in accordance with this provision. If we make changes to these Payments Terms, we will post the revised Payments Terms on the Massagix Platform and update the “Last Updated” date at the top of these Payments Terms. If you disagree with the revised Payments Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued use of the Payment Services will constitute acceptance of the revised Payments Terms.

9.4. Eligibility, Member Verification

9.4.1 You must be at least 18 years old and able to enter into legally binding contracts to use the Payment Services. By using the Payment Services you represent and warrant that you are 18 or older.

9.4.2 Massagix may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

9.4.3 We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize Massagix to screen you against third party databases or other sources and request reports from service providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g., driver’s license or passport), your date of birth, your address, and other information; (ii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or (iii) attempting to screen your information against

third-party databases. Massagix Payments reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

9.5. Account Registration

In order to use the Payment Services, you must have a Massagix Account in good standing. If you or Massagix closes your Massagix Account for any reason, you will no longer be able to use the Payment Services.

9.6. Payment Methods and Payout Methods

9.6.1 When you add a Payment Method or Payout Method to your Massagix Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to Massagix or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will depend on the particular Payout Method and may include:

- your residential address, name on the account, account type, routing number, account number, email address, payout currency, and account information associated with a particular payment processor.

9.6.2 When you add or use a new Payment Method, Massagix may verify the Payment Method by authorizing a nominal amount or by authenticating your account via a third-party payment service provider. For further verification, we may also (i) authorize your Payment Method for one or two additional nominal amounts, and ask you to confirm these amounts, or (ii) require you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payout Method. When you add a Payment Method during checkout, we will automatically save that Payment Method to your Massagix Account so it can be used for a future transaction.

9.6.3 Please note that Payment Methods and Payout Methods may involve the use of additional third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Massagix is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

9.6.4 You authorize Massagix to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your Massagix Account.

9.6.5 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. Massagix is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

9.7. Financial Terms for Practitioners

9.7.1 For Bookings Confirmed With Card Payment Option

When using the Payment Service for a Massage Booking that has been set to be paid by card, Massagix will collect through its Third Party Provider the Total Fees from a Client at the time the Massage Request booking is accepted by the Client and then transfer the amount of the booking reduced of the margin of Massagix to the wallet of the Practitioner.

9.7.1.1 Payouts

9.7.1.1.1 In order to receive a Payout you must have a valid Payout Method linked to your Massagix Account. Massagix will generally initiate Payouts to your selected Payout Method, within 8 days of the date and time of the Massage Booking.

9.7.1.1.2 The time it takes to receive Payouts once released by Massagix Payments may depend upon the Payout Method you select and the Payout Method provider's processing schedule. Massagix may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. Massagix may also delay or cancel any Payout when a Litigation Report is filed by a Client relative to the Booking in question.

9.7.1.1.3 Your Payout for a booking will be the Listing Fee less applicable Practitioner Fees that are due to Massagix. The Practitioner Fees are currently set at 10% of the Listing Fee. The Listing fee is calculated automatically based on your Price Curve inputs through the Massagix Platform. Practitioner Fees can be revised at any time by Massagix and you will be informed of such changes through an update to these Terms.

9.7.1.1.4 In the event of a Client's cancellation 48 hours prior to a confirmed booking, no fees will be charged to the Client, and the booking is considered canceled with no further dues to you. In the event of a Client's cancellation less than 48 hours prior to a confirmed booking, Massagix will charge the Client the full amount of the Total Fees and remit to you a Payout of any portion of the Total Fees due to you.

9.7.1.1.5 Massagix Payments will remit your Payouts in the currency that was set in your Profile when you opened your account. Amounts may be rounded down due to conversions, exchange rates or other constraints.

9.7.1.1.6 For compliance or operational reasons, Massagix may limit the value of each individual Payout. If you are due an amount above that limit, Massagix may initiate a series of Payouts (potentially over multiple days) in order to provide your full payout amount.

9.7.2 For Bookings Confirmed With the Cash Payment Option

When opting for the Cash Option for a Massage Booking, Massagix will no longer have any role in collecting any Listing Fees due to you. The collection of the payment from the Client to you will have to be secured by yourself at the date and the time of the booking. You will in turn have to effect a payment to Massagix for the Practitioner Fees that are due for this booking. Currently, the Practitioner Fee is set to 10% of the Listing Fee and is referred to as Cash Commission. A limit is set on how many Bookings in Cash you can do before it becomes mandatory for you to effect a payment to Massagix to clear your accumulated

Practitioner Fees related to bookings secured via the Cash Payment Option. If the limit is reached, you will no longer be able to participate in any additional Massage Requests until your balance of Practitioner Fees that are due to Massagix is reduced below the credit limit.

9.7.2.1 A valid Payment Method will need to be in place to effect the said payments to Massagix.

9.7. 2.2 If a massage booking has been confirmed with the option of payment in cash, Clients can cancel it at any time and at no cost to them. You will not be entitled to any compensation of any sort for any booking cancellation when bookings have been confirmed with the Cash Payment option.

9.8. Financial Terms for Clients

9.8.1 When confirming a booking that is set to be paid by card, you authorize Massagix through its Third Party Provider to charge your Payment Method the Total Fees due in connection with your booking. Massagix Payments will generally collect the Total Fees once you have accepted the matched Massage Request. If Massagix Payments is unable to collect the Total Fees as scheduled, Massagix Payments will collect the Total Fees at a later point. If the Massage Booking is set to be paid in Cash, Massagix will not have any role nor will it have any responsibility in collecting the amount of the Massage Booking. You will in this case have to pay the Practitioner in cash directly at the date and time of the Massage Booking. Currently Massagix will charge a Client Fee set to zero, meaning that you will not be charged an additional fee beyond the Listing Fee of the Booking. Client Fees can be revised at any time by Massagix and you will be informed of such changes through an update to these Terms.

9.8.2 When you request to confirm the booking of a Massage Request set to be paid by Card, Massagix may also (i) obtain a pre-authorization via your Payment Method for the Total Fees,(ii) charge or authorize your Payment Method a nominal amount, to verify your Payment Method, or (iii) authenticate your account via a third-party payment service provider to verify your Payment Method.

9.8.3 If a confirmed booking that was set to be paid by card is canceled by the Practitioner, the amounts collected by Massagix Payments minus any bank costs will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

9.8.4 If a confirmed booking that was set to be paid by card is canceled by you more than 48 hours prior to the due date and time of the Booking, the amounts collected by Massagix Payments minus any bank costs will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable).

9.8.5 If a confirmed booking that was set to be paid by card is canceled by you less than 48 hours prior to the due date and time of the Booking, no amount will be refunded to you, and the Booking will be considered to have been canceled at your own cost.

9.8.6 If you have booked a Massage Request with a Practitioner whose currency is different from your declared currency in your account profile, the amount that will be debited from

your card will be subject to costs linked to the currency exchange conversion and may be higher than the amount that is shown in the Booking Request. No claims can be made for variations under 10% of the amount shown at the time of confirmation.

9.8.7 You authorize Massagix to perform the Payment Method verifications described in the sections above, and to charge your Payment Method via its Third Party Provider for any bookings made in connection with your Massagix Account and that have been set to be paid by Card.

9.9. Appointment of Massagix as Limited Payment Collection Agent

9.9.1 Each Member collecting payment for services provided via the Massagix Platform hereby appoints Massagix and its Third Party Provider as the Providing Member's payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services ("**Purchasing Members**").

9.9.2 Each Providing Member agrees that payment made by a Purchasing Member through Massagix, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that Massagix may refund the Purchasing Member in accordance with the Massagix Terms. Each Providing Member understands that Massagix obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. Massagix guarantees payments to Providing Members only for such amounts that have been successfully received by Massagix from Purchasing Members in accordance with these Payments. In accepting appointment as the limited payment collection agent of the Providing Member, Massagix assumes no liability for any acts or omissions of the Providing Member.

9.9.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that Massagix is not a party to the agreement between you and the Providing Member, Massagix acts through its Third Party Provider as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to Massagix, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and Massagix is responsible for remitting the funds to the Providing Member in the manner described in these Payments Terms, which constitute Massagix agreement with the Purchasing Member. In the event that Massagix does not remit any such amounts, the Providing Member will have recourse only against Massagix and not the Purchasing Member directly.

9.10. General Financial Terms

9.10.1 Payment Authorizations

You authorize Massagix Payments to collect from you amounts due pursuant to these Payment Terms or the Massagix Terms. Specifically, you authorize Massagix Payments to collect from you:

- Any amount due to Massagix (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Client, Practitioner or user of the Massagix Platform), including reimbursement for costs prepaid by Massagix on your behalf, by charging any Payment Method on file in your Massagix Account (unless

you have previously removed the authorization to charge such Payment Method(s)) or by withholding such amounts from your future Payouts. Any funds collected by Massagix will set off the amount owed by you to Massagix and extinguish your obligation to Massagix.

- Any amount due to a Providing Member from a Purchasing Member which Massagix collects as the Providing Member's payment collection agent as further set out in previous sections.
- Any Service Fees or cancellation fees imposed pursuant to the MASSAGIX Terms. Massagix Payments will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees, costs and/or expenses associated with a Damage Claim. If Massagix is unable to collect from your Payment Method used to make the booking, you agree that Massagix may charge any other Payment Method on file in your Massagix Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)).

9.10.2 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount.

9.11. Currency Conversion

Massagix will process each transaction in the currency of the Practitioner that has been selected for the confirmed Massage Booking. In the event that the Client has a different currency defined in his or her profile, the amount that will be debited from the Client's card will be subject to conversion costs. As a result the amount actually debited may vary from the amount shown in the Booking Request at the time of confirmation. No claims can be made for variations that do not exceed 10% of the amount shown at the time of Confirmation. Note that a Client's third-party payment service provider may impose transaction, currency conversion or other fees based on the currency or Payment Method the Member selects to make or receive payments, and Massagix is not responsible for any such fees and disclaims all liability in this regard.

9.12 Disclaimers

9.12.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided "as is", without warranty of any kind, either express or implied.

9.12.2 Notwithstanding Massagix's appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the Massagix Platform, Massagix explicitly disclaims all liability for any act or omission of any Member or other third party. Massagix does not have any duties or obligations as agent for each Providing Member except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.

9.12.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

9.13. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Massagix Account in any way, you are responsible for the actions taken by that person. Neither Massagix nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Massagix has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will Massagix's aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed the amounts you have paid or owe for bookings via the Massagix Platform as a Client in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Practitioner, the amounts paid by Massagix to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Massagix and you.

9.14 Indemnification

You agree to release, defend (at Massagix' option), indemnify, and hold Massagix and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; or (iii) your breach of any laws, regulations, or third-party rights.

10. Booking Modifications, Cancellations and Refunds, Resolution Center

10.1 Practitioners and Clients are responsible for any modifications to a booking that they make whether via the Massagix Platform or directly ("**Booking Modifications**"), and agree to pay any additional Listing Fees or Practitioner Fees or Client Fees associated with such Booking Modifications.

10.2 Clients can cancel a confirmed booking 48 hours prior to its scheduled date and time, and Massagix Payments will refund the full amount of Fees that are due back to the Client. If the Client cancels a confirmed booking with less than 48 hours remaining to the scheduled date and time, no refund will be eligible, and the Practitioner will receive 100% of the Total Fees minus the Fees that are due to Massagix. Any portion of the Total Fees due to the Practitioner under the applicable cancellation policy will be remitted to the Practitioner by Massagix Payments pursuant to the Payment terms.

10.3 If a Practitioner cancels a confirmed booking, the Client will receive a full refund of the Total Fees for such booking within a commercially reasonable time of the cancellation. Massagix may publish an automated review on the Listing cancelled by the Practitioner indicating that a booking was cancelled. In addition, Massagix may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Practitioner has a valid reason for cancelling or has legitimate concerns about the Client's behavior.

10.4 In certain circumstances, Massagix may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions. This may be for reasons (i) where Massagix believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Massagix, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

10.5 If, as a Practitioner, your Client cancels a confirmed booking or Massagix decides that it is necessary to cancel a confirmed booking, and Massagix issues a refund to the Client in accordance with the cancellation policy, or other applicable cancellation policy, you agree that in the event you have already been paid, Massagix Payments will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.

11. Ratings

11.1 Within a certain timeframe after completing a booking, Clients and Practitioners can submit a star rating ("**Rating**") about each other. Ratings reflect the opinions of individual Members and do not reflect the opinion of Massagix. Ratings are not verified by Massagix for accuracy and may be incorrect or misleading.

11.2 Ratings by Clients and Practitioners are based on a star system.

11.3 Ratings are part of a Member's public profile and may also be surfaced elsewhere on the Massagix Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

12. Disputes between Members

12.1 As a Client, if the Massage takes place at the Practitioner's Place or at the Spa, you are responsible for leaving the Venue (including any personal or other property located at the Venue) in the condition it was in when you arrived. You are responsible for your own acts and omissions.

12.2 If a Practitioner claims and provides evidence that you as a Client have damaged a Venue or any personal or other property at Venue ("**Damage Claim**"), the Practitioner can seek payment from you. If a Practitioner escalates a Damage Claim through a Litigation Report to Massagix, you will be given an opportunity to respond. If you agree to pay the Practitioner, or Massagix determines in its sole discretion that you are responsible for the Damage Claim, Massagix will seek to collect if it can any such sums from you to cover the Damage Claim. Massagix offers no guarantee nor insurance for such claims and is under no obligation to provide such mediation or assistance.

12.3 As a Practitioner, if the Massage takes place at the Client's Place or at the Spa, you are responsible for leaving the Venue (including any personal or other property located at the Venue) in the condition it was in when you arrived. You are responsible for your own acts and omissions.

12.4 If a Client claims and provides evidence that you as a Practitioner have damaged a Venue or any personal or other property at Venue ("**Damage Claim**"), the Client can seek payment from you. If a Client escalates a Damage Claim through a Litigation Report to Massagix, you will be given an opportunity to respond. If you agree to pay the Client, or Massagix determines in its sole discretion that you are responsible for the Damage Claim, Massagix will seek to collect if it can any such sums from you to cover the Damage Claim. Massagix offers no guarantee nor insurance for such claims and is under no obligation to provide such mediation or assistance.

12.5 Members agree to cooperate with and assist Massagix in good faith, and to provide Massagix with such information and take such actions as may be reasonably requested by Massagix, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Venue or any personal or other property located at a Venue. Members must note that Massagix offers no guarantee and no insurance for such claims and is under no obligation to provide such mediation or assistance. When it can, Massagix will mediate and a Member shall, upon Massagix's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Massagix or a third party selected by Massagix or its insurer, with respect to losses for which a Member is requesting payment.

12.6 As a member you understand and agree that Massagix may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property (including a Venue). You agree to cooperate with and assist Massagix in good faith, and to provide Massagix with such information as may be reasonably requested by Massagix, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Massagix may reasonably request to assist Massagix in accomplishing the foregoing.

12.7 If a Client claims and provides evidence that the Practitioner did not show up to provide the Massage Service, the Client can submit a Litigation Report through the Massagix Platform to request a Refund.

12.8 If a Client claims that the Practitioner has not lived up to the obligations and responsibilities inherent to the Massage Service being provided, the Client can submit a Litigation Report through the Massagix Platform to request a Refund. The Practitioner will be

contacted and given an opportunity to respond. Massagix will reach a decision and indicate in favor of which member the issue has been litigated.

12.9 If a Practitioner claims that the Client has not lived up to the obligations and responsibilities inherent to the Massage Service being provided, the Practitioner can submit a Litigation Report through the Massagix Platform to notify Massagix. The Client will be contacted and given an opportunity to respond. Massagix will reach a decision and indicate in favor of which member the issue has been litigated.

13. Rounding off

Massagix generally supports payment amounts that are payable from or to Clients or Practitioners to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where Massagix's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Massagix may round up amounts that are payable from or to Clients or Practitioners to the nearest upper whole functional base unit in which the currency is denominated (i.e. to the nearest upper dollar, Euro or other supported currency).

14. Taxes

14.1 As a Practitioner you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**"). You are responsible for paying all taxes to you which you are liable in your own jurisdiction. The prices you input in your services are considered inclusive of all your obligations.

14.2 In instances where Massagix is required to collect appropriate Tax information from Practitioners, or to withhold Taxes from payouts to Practitioners, or both, if a Practitioner fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

15. Prohibited Activities

15.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Massagix Platform. In connection with your use of the Massagix Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies;
- use the Massagix Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Massagix endorsement, partnership or otherwise misleads others as to your affiliation with Massagix;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Massagix Platform in any way that is inconsistent with Massagix's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;

- use the Massagix Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Practitioner, to provide a Massage Service in a Venue that you claim as your Practitioner's Place or Spa but do not have permission to make available for your Service through the Massagix Platform;
- unless Massagix explicitly permits otherwise, book any Listing if you will not actually be providing the Practitioner Services yourself;
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Massagix Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Massagix Platform to request, make or accept a booking independent of the Massagix Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Massagix Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Massagix harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the Massagix as determined by Massagix in its sole discretion.
- use, display, mirror or frame the Massagix Platform or Collective Content, or any individual element within the Massagix Platform, Massagix's name, any Massagix trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Massagix Platform, without Massagix's express written consent;
- dilute, tarnish or otherwise harm the Massagix brand in any way, including through unauthorized use of Collective Content, registering and/or using Massagix or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Massagix domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Massagix Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Massagix or any of Massagix's providers or any other third party to protect the Massagix Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Massagix Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Massagix Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

15.2 You acknowledge that Massagix has no obligation to monitor the access to or use of the Massagix Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Massagix Platform (including without limitation for fraud prevention, risk assessment, investigation and

customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Massagix in good faith, and to provide Massagix with such information and take such actions as may be reasonably requested by Massagix with respect to any investigation undertaken by Massagix or a representative of Massagix regarding the use or abuse of the Massagix Platform.

15.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Massagix by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

16. Term and Termination, Suspension and other Measures

16.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Massagix terminate the Agreement in accordance with this provision.

16.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Massagix Account as a Practitioner, any confirmed booking(s) will be automatically cancelled and your Clients will receive a full refund. If you cancel your Massagix Account as a Client, any confirmed booking(s) will be automatically cancelled but no refund will be eligible.

16.3 Unless your Country of Residence is the United States, without limiting our rights specified below, Massagix may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

16.4 Massagix may immediately, without notice, terminate this Agreement and/or stop providing access to the Massagix Platform if (i) you have materially breached your obligations under these Terms, our Policies, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Massagix believes in good faith that such action is reasonably necessary to protect the personal safety or property of Massagix, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

16.5 In addition, Massagix may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, our Policies, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Massagix Account registration, Listing process or thereafter, (iv) you and/or your Listings or Practitioner Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Massagix otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Massagix believes in

good faith that such action is reasonably necessary to protect the personal safety or property of Massagix, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Massagix Platform;
- temporarily or permanently revoke any special status associated with your Massagix Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Massagix Account and stop providing access to the Massagix Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Massagix and an opportunity to resolve the issue to Massagix's reasonable satisfaction.

16.6 If we take any of the measures described above (i) we may refund your Clients in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

16.7 When this Agreement has been terminated, you are not entitled to a restoration of your Massagix Account or any of your Member Content. If your access to or use of the Massagix Platform has been limited or your Massagix Account has been suspended or this Agreement has been terminated by us, you may not register a new Massagix Account or access and use the Massagix Platform through an Massagix Account of another Member.

16.8 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

17. Disclaimers

If you choose to use the Massagix Platform or Collective Content, you do so voluntarily and at your sole risk. The Massagix Platform and Collective Content is provided “as is”, without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Massagix Services, laws, rules, or regulations that may be applicable to your Listings and/or Practitioner Services you are receiving and that you are not relying upon any statement of law or fact made by Massagix relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that participating to Practitioner Services may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Practitioner Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in

those Practitioner Services. You assume full responsibility for the choices you make before, during and after your participation in a Practitioner Service. The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

18. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Massagix Platform and Collective Content, your publishing or booking of any Listing via the Massagix Platform, your use of any other Practitioner Service, or any other interaction you have with other Members whether in person or online remains with you. Neither Massagix nor any other party involved in creating, producing, or delivering the Massagix Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Massagix Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Massagix Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Practitioner Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Massagix has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will Massagix's aggregate liability arising out of or in connection with these Terms and your use of the Massagix Platform including, but not limited to, from your publishing or booking of any Listings via the Massagix Platform, or from the use of or inability to use the Massagix Platform or Collective Content and in connection with any Practitioner Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Massagix Platform as a Client in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Practitioner, the amounts paid by Massagix to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Massagix and you.

19. Indemnification

You agree to release, defend (at Massagix's option), indemnify, and hold Massagix and its affiliates and subsidiaries, including but not limited to, Massagix Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Massagix Platform or any Massagix Services, (iii) your interaction with any Member, participation in an Experience, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such

interaction, stay, participation or use, (iv) your breach of any laws, regulations or third party rights.

20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Massagix Platform (“**Feedback**“). You may submit Feedback by emailing us, through the “Contact” section of the Massagix Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

21. Applicable Law and Jurisdiction

These Terms will be interpreted in accordance with English law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your Country of Residence. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of English courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in England or a court with jurisdiction in your place of residence. If Massagix wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Massagix and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Massagix and you in relation to the access to and use of the Massagix Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and Massagix as a result of this Agreement or your use of the Massagix Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Massagix’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Massagix's prior written consent. Massagix may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Massagix via email, or Massagix Platform notification. The date of receipt will be deemed the date on which Massagix transmits the notice.

22.8 If you have any questions about these Terms please email us.