



Membership Agreement Terms and Conditions

Your Membership Agreement is between you and the owner (“We” or “Us”) of the independently owned and operated Massage Heights Retreat at which you purchased your membership (“Your Retreat”). Neither Massage Heights Franchising, LLC, the entity that grants licenses to operate independently own and operate franchised location, nor any of its past, present, or future affiliates or subsidiaries and their respective officers, directors, incorporators, members, partners, owners, agents, management, controlling parties, entities under common control, vendors, service providers, attorneys, employees, or representatives (all of the foregoing hereafter collectively referred to as “MHF”) is a party to your Membership Agreement. You understand and agree that neither MHF nor any of its affiliates are responsible for any acts or omissions related in any way to your Membership Agreement or the services provided to you under your Membership Agreement. Changes to any of these terms or conditions or the features, services, or benefits may be made at any time except for changes to your Monthly Dues. You will be notified of any changes to your Monthly Dues at least 60 days in advance of such changes becoming effective.

MEMBERSHIP DUES

Monthly Dues: Your first Monthly Dues payment will be automatically charged to your credit card on file. Each month thereafter, your Monthly Dues will be automatically charged to your credit card on file until your membership is cancelled by you or terminated by in accordance with these Terms and Conditions. **Following the expiration of the Initial Term of your membership, your membership will automatically renew on a month-to-month basis until cancelled by you or terminated by us in accordance with these Terms and Conditions. Following the expiration of the Initial Term, we have the right to increase your Monthly Dues in our sole discretion provided we will not increase your Monthly Dues unless we first provide you with at least 60 days’ advance written notice of such increase. Such notice shall be effective on the date sent to you.**

Paid in Full: **Following the expiration of the Initial Term of your membership, your membership will automatically renew on a month-to-month basis until cancelled by you or terminated by us in accordance with these Terms and Conditions. Following the expiration of the Initial Term, we have the right to increase your Monthly Dues in our sole discretion provided we will not increase your Monthly Dues unless we first provide you with at least 60 days’ advance written notice of such increase. Such notice shall be effective on the date sent to you.**

If all or part of any scheduled payment is late, we may charge a **late fee** of \$10 plus an additional fee to cover any costs incurred due to insufficient funds.

For purposes of identification, billing, and notices, you agree to provide us with current, accurate, complete, and updated information including your name, address, telephone number, email address, and applicable payment data. You agree to notify us promptly of any changes to any of your information. You understand that any notice required to be sent to you by us will be sent to you at either your email address on file with us or to your last physical address known to us.

APPOINTMENT CANCELLATION POLICY

You may cancel any appointment that you have scheduled if you notify us 24 hours prior to your scheduled appointment without charge. Same day cancellations will be charged 50% of the scheduled service price. If you do not call or show for your appointment, you will be charged full price for the scheduled service. **Cancellation fees will either be automatically charged to your credit card on file or automatically deducted from your membership account in the form of service credits.**

MEMBERSHIP BENEFITS

As an active Member, you are entitled to:

- one 1-hour service included per month; some packages may entitle you to additional services and add-ons
- discounts off Massage Heights' regular rates for certain additional services
- use your membership at any Massage Heights Retreat nationwide

Additional fees may apply at locations that charge a higher rate for services than Your Retreat.

- you may bring a guest to a Massage Heights Retreat and your guest may receive a massage or other service at the then-current guest rate.

Each guest is limited to a maximum of two massages at the guest rate.

Each massage or facial service you receive includes up to ten minutes of consultation and dressing time. This period is counted towards your timed session.

MEMBERSHIP CANCELLATION POLICY

Cancellation During Initial Term

During the Initial Term you may request cancellation of this Agreement by providing a 30 days' advance written notice to us at our street address or email address at the top of this Agreement that includes: (a) written proof (e.g., copy of driver's license or utility bill) that Member has changed their permanent residence to a location more than 25 miles from *any* Massage Heights Retreat; (b) a written statement from your medical physician verifying Member is unable to receive massage and/or facial services due to health related reasons; or (c) written proof (e.g., death certificate) of the death of Buyer or Member.

Upon approval of cancellation by us, and if you have chosen to pay for your entire membership term in full instead of paying on a monthly basis, you will be refunded the portion of your membership dues for the remaining months on your Initial Term.

Cancellation During Month-to-Month Term

During the month-to-month term of this Agreement, you may cancel your membership for any reason upon 30 days' advance written notice to us at our street address or email address at the top of this Agreement. If you fail to provide 30 days' advance written notice, your unused monthly services will be available only through the date that your next automatic payment would have occurred, which may be less than 90 days.

UNUSED MONTHLY SERVICE CREDITS

Any unused accrued service credits will remain accessible and will not expire so long as you have an active membership in good standing and your membership is connected to an open and operating Massage Heights Retreat. Your monthly service credits have no cash value, are not refundable, and are not transferable to gift cards or to any other person or entity unless prohibited by law. Should your membership expire, cancel, or terminate in accordance with these Terms and Conditions, you will have ninety (90) days from the date of expiration, cancellation or termination to utilize your unused accrued monthly service credits.

Upon expiration of the ninety (90) day period after expiration, cancellation or termination, all accrued unused service credits shall expire, and you will no longer have the right to use any accrued unused service credits. You acknowledge and agree that you have no right to receive any refunds or credits of any kind under any circumstances for any unused accrued service credits, including without limitation any unused massages or facials.

OTHER PROVISIONS

We only hire professional licensed and/or registered massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements, to the best of our knowledge. You have the right to request to see a particular therapist's or esthetician's license or certification. It is your responsibility to inform us of any pre-existing conditions, limitations, or specific sensitivities. Our services to you are not a replacement for medical care, should not be construed as a substitute for medical examination, diagnosis, or treatment, that no medical diagnosis will be made, and that you should seek advice from a medical provider for any medical issues you may have. Male/female genitalia and women's breasts will not be exposed or massaged at any time. Modest draping will be used during each of your services. **If you do experience discomfort or pain or are uncomfortable for any reason during a service, you agree to immediately ask the therapist or esthetician to adjust the manipulation, draping, pressure, heat or environment (or, if you prefer, you can ask the therapist or esthetician to end the service at any time).** If you have any concerns about your therapist or esthetician, you agree to bring it to our attention immediately following your service. Inappropriate or illegal conduct will not be tolerated in any manner. We may, in our sole discretion, refuse or discontinue a service if we determine such service may be unsafe or cause discomfort for you or if you engage in any inappropriate conduct as determined by us in our sole discretion.

We reserve the right to suspend or terminate your membership, deny renewal, or re-enrollment for an indeterminate amount of time for any reason not prohibited by law or if this Massage Heights Retreat permanently ceases to operate. If we terminate, cancel or suspend this Agreement due to your breach, you will remain liable for, and we may immediately charge your credit card on file or by any other lawful method for the total of any Monthly Dues that would have been payable to us during the remaining term of this Agreement as well as any other amounts you may owe us. Existing memberships cannot be combined or merged into a Shared Membership. Service credits accrued each month under a Shared Membership is available for use by either of the members designated on the Shared Membership. The two members designated on a Shared Membership may not be changed. We are not responsible for lost or stolen items.

We will use our best efforts to process all of your payments properly, however, we shall incur no liability if we are unable to completely process any of your payments because of the existence of any one or more of the following circumstances: (a) your payment account does not contain enough funds to complete the transaction; (b) the transaction would exceed the credit limit of your credit card; (c) your payment account or credit card does not otherwise permit the transaction to be executed; (d) you have not provided us with the correct account information to process your payment accurately; or (e) circumstances beyond our control, such as but not limited to fire, flood, acts of war, terrorism or the other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

This Agreement constitutes the entire agreement between you and us. Except as expressly provided to us herein, this Agreement cannot be amended except in writing executed by both parties. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law. Any notice required to be sent to you by us will be sent to you at either your email address on file with us or to your last physical address known to us. Any notice that you send to us must be sent to us at our street address or email address at the top of this Agreement

We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives. We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned, gifted or transferred by you to anyone else without our prior written consent.

ARBITRATION

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, licensor, franchisor, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms of the may be obtained, and Claims made may be filed at American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 800-778-7879, www.adr.org. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitrator administrator within the federal district in which you reside at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

YOU ARE ENTITLED TO A COPY OF THESE TERMS AND CONDITIONS. YOU MAY CANCEL THE MEMBERSHIP AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS A FEE EQUAL TO THE VALUE OF ANY SERVICES RECEIVED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY (30) OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY US. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE RETREAT DURING A PERIOD OF AT LEAST EIGHT (8) HOURS.

ALL CANCELLATION REQUESTS UNDER THIS SECTION MUST INCLUDE A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO US AT OUR STREET ADDRESS AT THE TOP OF THIS AGREEMENT. IF YOU DO NOT CANCEL WITHIN THE THREE-DAY PERIOD, YOU SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT INCLUDING THOSE RELATED TO CANCELLATION.

ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

In exchange for us rendering services to you, you understand, acknowledge, agree and hereby voluntarily accept all risk and responsibility associated with the services provided and use of any of the facilities at any Massage Heights location. You hereby waive all claims, assume all liability, and release, hold harmless, indemnify, and agree to defend us (including our affiliates, agents, and employees), MHF, MHF's affiliates, and any other Massage Heights location you may visit, from liability for any injury, claim, cause of action, suit, demand, and damages (including without limitation, personal, bodily, or mental injury, property damage, economic loss, consequential damages, and punitive damages, arising from or related to (1) your failure to disclose any pre-existing conditions, limitations, or sensitivities; (2) your failure to inform your therapist or esthetician of discomfort or pain during or at the end of the service; (3) your presence on the premises of any Massage Heights location; and /or (4) any negligence on our part (including our employees) or on the part of any other Massage Heights franchise. You further expressly agree that this Assumption of Risk, Release, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as permitted by law and that if any portion of it is held invalid, the balance shall be valid and continue in full legal force and effect. These provisions are binding on your estate, family heirs, administrators, personal representatives, and assigns.

YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THE PROVISIONS CONTAINED WITHIN THESE TERMS AND CONDITIONS, HAVE HAD ADEQUATE TIME TO REVIEW SUCH PROVISIONS, ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO THESE PROVISIONS IS GIVEN IN EXCHANGE FOR US RENDERING SERVICES, AND AGREE THAT THESE PROVISIONS APPLY AT EACH VISIT TO ANY MASSAGE HEIGHTS LOCATION. YOU ACKNOWLEDGE AND AGREE THAT EACH MASSAGE HEIGHTS LOCATION IS INDEPENDENTLY OWNED AND OPERATED AND YOUR AGREEMENT IS WITH US AND NOT WITH MHF OR ANY OF ITS AFFILIATES. YOU UNDERSTAND AND AGREE THAT YOUR THERAPISTS AND ESTHETICIANS ARE THE EMPLOYEES OF US AND ARE NOT EMPLOYED BY AND ARE NOT EMPLOYEES OF MHF OR ANY OF ITS AFFILIATES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER MHF NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR (i) ANY OBLIGATIONS OR LIABILITIES RELATING TO OR ARISING FROM YOUR MEMBERSHIP; (ii) ANY CLAIM BASED ON, IN RESPECT OF, OR BY REASON OF THE RELATIONSHIP BETWEEN YOU AND US; OR (iii) ANY CLAIM BASED UPON ANY ALLEGED UNLAWFUL ACT OR OMISSION BY US OR ANY OTHER MASSAGE HEIGHTS LOCATION.