

## TERMS OF USE

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These Terms of Use (“Terms”) govern your use of the Massage Luxe International, LLC (“we”, “our”, “Company”) website at [www.massageluxe.com](http://www.massageluxe.com) (the “Site”). By accessing or using the Site, you affirm that you have read, understood, and agree to these Terms. If you do not agree to these Terms, or are unable to comply with them, please do not use the Site.

Your use of the Site is subject to your compliance with these Terms and to any other written or prior agreement between Company and you. You also agree to comply with any additional rules, terms, policies, and conditions relating to the products, services, features, materials or Content (defined below) provided on, or made available through, the Site.

We may, in our sole discretion and in addition to any other remedies available to us, with or without cause or notice, at any time, withdraw, suspend or discontinue your use of the Site or any of its features, materials or Content. We may make improvements, changes, or amendments to the Content, information, services, products, and other materials on the Site, or terminate the Site or offerings on the Site at any time, without notice, and in our sole discretion.

We may update these Terms from time to time. Please check the Terms each time you access or use any of the Site. If we make material changes to the Terms, we will post the revised Terms on the Site noting the new effective date. [Confirm that you will be able to do this.] Your continued access to or use of the Site after the effective date constitutes your acceptance of the new Terms.

Your personal information will be used in accordance with our Privacy Policy at [www.massageluxe.com/privacy](http://www.massageluxe.com/privacy). [Confirm URL]

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## **User Conduct**

You agree that you will comply with these Terms and that you will not engage in conduct or communications that: (a) are obscene, fraudulent, indecent, defamatory, abusive, harassing, or threatening to others, or negatively impact another person's ability to use the Site; (b) contain any viruses, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful components that may, or are intended to, damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (c) engage in, advocate or encourage any illegal activity; (d) infringe upon, dilute or violate the copyright, patent, trademark, trade secret, right of publicity, intellectual property, or proprietary right of Company or of any third party; (e) violate the privacy of individuals, including, but not limited to, other users of the Site or their features; (f) engage in, assist, or encourage any conduct, activities, or communications that adversely affect the operation, access, or usability of the Site for any other authorized user; or (g) violate any applicable local, state, national or international laws or regulations.

You also agree that you will not: (h) attempt to gain unauthorized access to any portion or feature of the Site, including our systems, networks, social media pages and groups, or servers, including without limitation, by hacking, impersonation, password "mining" or any other illegitimate means; (i) access, acquire, copy, monitor, circumvent, or create derivative works from any portion of our Site, including our systems, networks, social media pages and groups, or servers, to obtain or attempt to obtain any Content (defined below), materials, documents, or information through any unlawful means; or (j) sell, share, provide access to, license, or distribute any Content, materials, documents, or information obtained on or through the Site. We reserve the right to bar any such activities or uses, in our sole discretion.

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## **Information You Provide**

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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART TO YOU.

ANY CLAIM UNDER THESE TERMS MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES, OR SUCH CLAIM OR CAUSE OF ACTION IS BARRED, AND ANY CLAIM IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH ABOVE.

## **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPANY AND ITS AFFILIATES, PARTNERS, EMPLOYEES, AGENTS AND SUBSIDIARIES, HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MIGHT ARISE FROM YOUR USE OR MISUSE OF THE SITE OR THE CONTENT, OR BY YOUR CONDUCT THAT WOULD CONSTITUTE A BREACH OF ANY OF THESE TERMS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## **Governing Law and Jurisdiction**

These Terms and the resolution of any dispute related to these Terms, the Site, or the Content, will be governed by and construed according to the laws of the State of Missouri, without regard to its conflicts of laws principles. Any action to enforce these Terms or a matter or dispute arising out of these Terms, the Site or Content will be held in and subject to the exclusive jurisdiction and venue of the federal and state courts located in St. Louis, Illinois. **[Confirm]**

## **General Provisions**

Any failure by Company to insist upon strict enforcement of any provision of these Terms will not be construed as a waiver of any provision or right held by Company.

If any provision in these Terms is deemed invalid, void, or unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining terms.

You may not assign or transfer your rights or obligations under these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer your rights or obligations under these Terms, without such consent, shall be null and of no effect. Company may assign or transfer its own rights and obligations under these Terms, at its sole discretion, without restriction. Subject to the foregoing, the rights and obligations of the parties under these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

**Effective Date: [Insert Date]**