

Fort Myers Massage Therapy, Inc.

Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Fort Myers Massage Therapy, Inc. web site located at www.ftmyersmassage.com, and all associated sites linked to www.ftmyersmassage.com by Fort Myers Massage Therapy, Inc.. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Fort Myers Massage Therapy, Inc. reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is YOUR responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Fort Myers Massage Therapy, Inc. grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Fort Myers Massage Therapy, Inc., and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Fort Myers Massage Therapy, Inc.'s express prior written consent.

You may use information on Fort Myers Massage Therapy, Inc. products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Fort Myers Massage Therapy, Inc. for downloading from the Site, provided that you (1) not remove

any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

Your Use of the Site

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Fort Myers Massage Therapy, Inc. reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Fort Myers Massage Therapy, Inc. server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Fort Myers Massage Therapy, Inc., including any Fort Myers Massage Therapy, Inc. account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Fort Myers Massage Therapy, Inc.'s systems or networks, or any systems or networks connected to the Site or to Fort Myers Massage Therapy, Inc..

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Fort Myers Massage Therapy, Inc. on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Fort Myers Massage Therapy, Inc. or others.

Fort Myers Massage Therapy, Inc. may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Fort Myers Massage Therapy, Inc. makes no commitment to update the materials on the Site with respect to such products and services.

Accounts, Passwords and Security

Certain features or services offered on or through the Site may require you to apply for a password. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Fort Myers Massage Therapy, Inc. immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Fort Myers Massage Therapy, Inc. or any other user of or visitor to the Site due to someone else using your Fort Myers Massage Therapy, Inc. ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Fort Myers Massage Therapy, Inc. ID, password or account at any time without the express permission and consent of the holder of that Fort Myers Massage Therapy, Inc. ID, password or account. Fort Myers Massage Therapy, Inc. cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Links

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Fort Myers Massage Therapy, Inc.'s control, and Fort Myers Massage Therapy, Inc. is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Fort Myers Massage Therapy, Inc. reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Fort Myers Massage Therapy, Inc. be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Fort Myers Massage Therapy, Inc. has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Fort Myers Massage Therapy, Inc. is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Fort Myers Massage Therapy, Inc.'s liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the

initial claim made against Fort Myers Massage Therapy, Inc. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Fort Myers Massage Therapy, Inc., its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Fort Myers Massage Therapy, Inc. by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Fort Myers Massage Therapy, Inc. may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Fort Myers Massage Therapy, Inc.'s rights or property, or the rights or property of visitors to or users of the Site, including Fort Myers Massage Therapy, Inc.'s customers. Fort Myers Massage Therapy, Inc. reserves the right at all times to disclose any information that Fort Myers Massage Therapy, Inc. deems necessary to comply with any applicable law, regulation, legal process or governmental request. Fort Myers Massage Therapy, Inc. also may disclose your information when Fort Myers Massage Therapy, Inc. determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Fort Myers Massage Therapy, Inc. may preserve any transmittal or communication by you with Fort Myers Massage Therapy, Inc. through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Fort Myers Massage Therapy, Inc. determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Fort Myers Massage Therapy, Inc., its employees, users of or visitors to the Site, and the public.

You agree that Fort Myers Massage Therapy, Inc. may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Fort Myers Massage Therapy, Inc., for which monetary damages would be inadequate, and you consent to Fort Myers Massage Therapy, Inc. obtaining any injunctive or equitable relief that Fort Myers Massage Therapy, Inc. deems necessary or appropriate in such circumstances.

These remedies are in addition to any other remedies Fort Myers Massage Therapy, Inc. may have at law or in equity.

You agree that Fort Myers Massage Therapy, Inc. may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Fort Myers Massage Therapy, Inc. does take any legal action against you as a result of your violation of these Terms of Use, Fort Myers Massage Therapy, Inc. will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Fort Myers Massage Therapy, Inc.. You agree that Fort Myers Massage Therapy, Inc. will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the Commonwealth of Virginia without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Arlington, Virginia, and waive any objection to such jurisdiction or venue. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Fort Myers Massage Therapy, Inc. and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

Fort Myers Massage Therapy, Inc. administers and operates the www.ftmyersmassage.com Site from its location in Fort Myers, Florida; other Fort Myers Massage Therapy, Inc. sites may be administered and operated from various locations outside the United States. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Fort Myers Massage Therapy, Inc. reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Severability

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Fort Myers Massage Therapy, Inc. with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Fort Myers Massage Therapy, Inc. with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Fort Myers Massage Therapy, Inc., Fort Myers Massage Therapy, Inc. will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Fort Myers Massage Therapy, Inc.'s failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Fort Myers Massage Therapy, Inc. of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Fort Myers Massage Therapy, Inc. and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.