

## TERMS AND CONDITIONS

**These Terms and Conditions were last updated on: 2-25-2021**

Please read these terms and conditions of service ("**Terms**") carefully before using this website. By accessing any areas of this site, you agree to be bound and to abide by the terms and conditions set forth below. If you do not agree with any part of the following terms and conditions, you do not have any right to use this site.

These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**") and The NOW, LLC ("**Company**" or "**we**" or "**us**" or "**our**"), governing your access to and use of the thenowmassage.com website as well as any other media form, media channel, mobile application or mobile website related or connected thereto (collectively, the "**Site**"), and any products ("**Products**") or services supplied by or on behalf of us (collectively, "**Services**"). Supplemental terms and conditions or documents that may be posted on the Site from time to time, and any new features or tools that are added to the Site shall also be subject to and are hereby expressly incorporated into these Terms by reference.

These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. If you do not agree to be bound by all of the Terms contained herein, you may not access or use the Site or the Services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

You can review the most current version of the Terms at any time on this page. We reserve the right to update, modify, or replace any part of these Terms in our sole discretion by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. By accessing this Site or using our Services following any such change, you agree to adhere to and be bound by the Terms of Service as modified.

By agreeing to these Terms, you represent that you are at least eighteen (18) years old, and that your use of the Site, Services, or Products does not violate any applicable law or regulation. Any use of the Site, Services, or Products by persons under the age of eighteen (18) is strictly prohibited.

Information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Persons who choose to access the Site from such locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Company makes no representations that the Products or Services made available through this Site will be available or appropriate in every jurisdiction in which this Site may be accessed or Services utilized. To the best of Company's knowledge, it operates legally under both state and federal law in the United States; however, it is up to you to determine whether accessing this Site and purchasing our Products are legal where you are. You access this Site and purchase our Products at your own risk, and you are responsible for compliance with all applicable laws, rules, regulations, and treaties. You may only place

an order to purchase Company's Products or use our Services in accordance with the laws of the United States and any applicable international jurisdiction in which you will possess, use, or ship any Products.

#### **THE NOW HEMP PRODUCTS: SAFETY ACKNOWLEDGMENT AND DRUG TESTING**

The NOW line of hemp products contain full spectrum hemp oil and therefore contain tetrahydrocannabinol ("THC") in minimal amounts (0.3% or less). The THC contained in these products do not cause a "high," because the THC is not absorbed into the bloodstream. With these trace amounts of THC, it is very unlikely that use of a topical would cause a failed drug test, however, we cannot guarantee that the use of our hemp products will not result in a failed drug screening for THC. Your use of Company's Products is at your own risk. Company is not responsible for any personal adverse employment or professional action related to your use of the Products.

Before using The NOW hemp products, please consult your healthcare professional about potential interactions or other possible complications before using any product. If you are pregnant, nursing, or diagnosed with a heart condition, allergies, or other medical conditions, seek the advice and assistance of a physician or trained health professional before purchasing The NOW hemp products. If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider. Company shall not be held liable for medical or other claims made by third parties or customer testimonials relating to the safety, use, or efficacy of our Products.

#### **DISCLAIMERS AND LIMITATION OF LIABILITY**

THIS SITE AND ALL CONTENT OF THIS SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, SALABILITY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS AS TO THE OPERATION OR AVAILABILITY OF THIS SITE OR THE IMPORTATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR MADE AVAILABLE THROUGH THIS SITE. YOU AGREE THAT YOUR USE OF THE SITE, SERVICES, AND PRODUCTS IS AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMITTED BY LAW. COMPANY, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, SERVICES, PRODUCTS, AND YOUR USE THEREOF.

COMPANY DOES NOT GUARANTEE THE QUALITY OF THE INFORMATION OR ANY MATERIAL PURCHASED OR ACQUIRED BY YOU ON THIS SITE IS ACCURATE OR MEETS YOUR EXPECTATIONS. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site or any hyperlinked website or featured in any banner or other advertising, and company will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE. COMPANY SHALL

NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE, ANY ORDER OR THE FULFILLMENT OR NON-FULFILLMENT THEREOF, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITE. COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS ON THE SITE OR THE SERVICES, OR WITH ANY OF THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

TO THE EXTENT THAT A STATE OR DISTRICT DOES NOT PERMIT THE EXCLUSION OF LIABILITY AS SET FORTH HEREIN, THE NOW'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES OR DISTRICTS. Notwithstanding anything to the contrary contained herein, Company and its affiliates' liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the greater of (a) the amount paid, if any, by you to company for the services during the period of one (1) month prior to any cause of action arising, OR (b) five dollars (\$5.00).

#### **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INTERNS, AGENTS, DISTRIBUTORS, AND VENDORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES ARISING FROM OR RELATING TO YOUR USE OF THE SITE, YOUR BREACH OF ANY OF THESE TERMS AND CONDITIONS OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY. Notwithstanding the foregoing, company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify company, and you agree to cooperate, at your expense, with company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **GOVERNING LAW; JURISDICTION**

The Site is created and controlled by The NOW in the state of California. All matters arising out of or relating to these Terms are governed by, and will be construed in accordance with, the laws of the United States and by the laws of the state of California without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of California. Nothing in these Terms will prevent Company from seeking injunctive or other equitable relief, payment of amounts due, or enforcement of an award before any court having jurisdiction over any person or otherwise over such subject matter.

Each of The NOW and you agrees to submit to the nonexclusive personal jurisdiction of the courts located within Los Angeles, California and waives any objection to the laying of venue of any litigation in said courts.

#### **ARBITRATION**

In the event of any dispute with Company, you agree to first contact Company to attempt in good faith to resolve the dispute. Either party may commence this negotiation by delivering written notice to the

other party. All offers, promises, conduct and statements, whether oral or written, made in the course of negotiation to resolve the dispute by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

If the dispute cannot be settled amicably within thirty (30) days of delivery of written notice or the in-person meeting of authorized representatives, whichever comes later, then the dispute shall be resolved by binding arbitration. We each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or in any way relating to these Terms, the Site, Services or Products, including any determination of the scope or applicability of this Section, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Parties shall share the costs of the arbitration equally; however, each Party shall be responsible for its own attorneys’ fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Los Angeles, by a single arbitrator jointly selected by the parties in accordance with the AAA Rules. The arbitrator shall have the power to grant legal and equitable remedies, including awarding the prevailing party its attorneys’ fees and other costs of the arbitration, but they shall not grant punitive damages. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. **The Parties acknowledge that they are irrevocably waiving the right to a trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.** This section will not preclude the parties hereto from seeking injunctive relief and/or provisional remedies in aid of arbitration from a state court of appropriate jurisdiction.

#### **CLASS ACTION WAIVER**

Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action. Your access and continued use of the Site, Products or Services signifies your explicit consent to this waiver.

---

#### **BOUTIQUE POLICIES**

We strive to give you our very best in order to enhance your massage boutique experience with us. We adhere to certain policies to benefit you, and create a harmonious environment where our therapists can focus on your needs. We know you will have a pleasant experience with us as we strive to exceed your expectations!

#### **ARRIVAL**

Arrive 15 minutes prior to your first treatment to allow ample time to check in and prepare for your treatment. Arriving late will, unfortunately, limit the time for your treatment, reducing its effectiveness and your pleasure. Your treatment will end on time so that the next guest is not delayed.

#### **LATE POLICY**

If arrival is delayed, we will make every effort to accommodate your full appointment but this is not always possible. Service time may be abbreviated to avoid delays for other guests as treatments and are charged at full value. Appointments missed by 15 minutes or more are cancelled and charged to the credit card on file for the reservation in question. Last minute changes to appointments are made at the discretion of management and only possible if a service appointment is available and other guests are not inconvenienced.

#### **CANCELLATION + NO SHOW**

We respectfully request at least 12 hours' notice if a guest cannot join us for their scheduled reservation. Otherwise, we charge 50% of the reservation made to the credit card on file to compensate our staff for missed wages. We do not provide refunds for cancelled/no show appointments.

#### **PAYMENTS**

Please be advised The NOW Massage no longer accepts cash payments. MasterCard, Visa and American Express credit and debit cards are welcome along with gift cards. At this time we only accept payment from US and Canadian based accounts. We also accept insurance through FSA/HSA plans. Contact your insurance provider to see if you qualify.

#### **AGE REQUIREMENTS**

Boutique guests must be 18 years of age or older to receive services unless accompanied by an adult.

#### **QUIET ENVIRONMENT**

As a courtesy to other guests, please maintain a quiet level of conversation. Cell phones and all mobile devices must be turned off or put on silent when checking in.

#### **PRICES SUBJECT TO CHANGE**

We are constantly expanding our services to bring you the latest and greatest. Although we make every effort to keep our website and menu updated, please note that prices and services are subject to change at any time. We love having you as a guest but we do reserve the right to refuse service at any time, to anyone, for any reason.

#### **BOUTIQUE PURCHASES**

We accept returns in the original condition (unused, undamaged and unopened in the original packaging) with receipt seven days within purchase. Jewelry is eligible for exchange only as each piece is made to order. Simply bring your item to any of our four boutiques and one of our Experience Guides will assist you NOW.

Credits can be applied to the purchase of any items including retail products, gift cards and massages.

## **ONLINE PURCHASE**

We accept returns in the original condition which they were received- unused, undamaged and unopened in the original packaging. Jewelry is eligible for exchange only as each piece is made to order. Merchandise must be shipped within seven days of delivery and are valid for refund or exchange.

All returns must first obtain a return authorization number by e-mailing [shop@thenowmassage.com](mailto:shop@thenowmassage.com). Your return authorization number must be written clearly on the outside of your box.

Return and exchange shipping costs are customers responsibility and the original shipping charge is nonrefundable.

Credits can be applied to the purchase of any items including retail products, gift cards and massages.

## **SICK OR FEELING UNWELL?**

If you are sick or under the weather, please let us know so we can reschedule your massage. Getting a massage while sick is not recommended and in some cases can make you feel worse. We also would like to remind you The NOW is an open space massage boutique, and want to make sure to respect and protect everyone's well-being.