

The NOW Massage Terms of Service

Updated June 1, 2022

Before you get started with your first massage or bodyworks treatment, please read these Terms of Service ("Terms") carefully. These Terms explain the business relationship between you, as our customer, and the independently owned and operated The NOW boutique entity identified in your Membership Agreement (for members) or your Guest Form (for guests) (together with its affiliates, successors and assigns, "The Now Boutique," "we," "us" or "our"). If you are a "Guest" (as defined below), then these Terms will apply to your receipt of products or services from us. If you are a "Member" (as defined below), then these Terms, together with your Membership Agreement and any Addenda (whether signed online or in person) will constitute the "Agreement" between you and us. For clarity, and as context requires, "Agreement" may also refer to these Terms, the Guest Form, or other evidence of products or services purchased from us.

By accessing our boutique, accessing our website (www.thenowmassage.com), including, without limitation, any other media form, media channel, media application or mobile website related or connected thereto (collectively, the "Site"), or using any of our products or services, including, without limitation, those products or services described in your Membership Agreement or Guest Form (collectively, the "Services"), you accept and agree to be bound by these Terms. If you do not wish to be bound by these Terms, you may not access the boutique or use the Site or Services.

We make no representations that the Services made available to you will be available or appropriate in every jurisdiction in which these Terms may be accessed or Services used. To the best of our knowledge, we operate legally under both state and federal law in the United States; however, it is up to you to determine whether your access to the Site or use of the Services are legal where you are. By accessing the Site or purchasing Services, you do so at your own risk and are responsible for compliance with any applicable laws, rules, regulations and treaties. You may only place an order to purchase Services in accordance with the laws of the United States and any applicable international jurisdictions in which you will possess, use or ship any of our products or services.

The NOW Franchise, LLC ("Franchisor") is not a party to these Terms or the Agreement and will not be liable for the acts or omissions of any party thereto. Franchisor, however, will be a third-party beneficiary to the rights conferred by the following provisions: Section 7 (Disclaimer; Limitation of Liability); Section 8 (Indemnification); Section 9 (General Release & Liability Waiver); and Section 10 (Agreement to Arbitrate; Class Action Waiver).

THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH US ON AN INDIVIDUAL BASIS. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION. SEE SECTION 10 FOR MORE DETAILS.

1. ACCEPTANCE

1.1 Eligibility. You are eligible to receive Services if (a) you are at least thirteen years of age; (b) you are in good health and have no impairment, injury, disease or ailment preventing you from engaging in the Services, including, without limitation, massage or bodyworks treatments, or which could cause increased risk of injury or adverse health consequences as a result of your participation; (c) you will not use our

Services for any fraudulent or illegal purpose, or in any manner that unreasonably interferes with the operation of the boutique, the provision of the Services, or the use and enjoyment of services by other Members or Guests; and (d) your use of Services will be in compliance with the Agreement. By accepting these Terms, you represent and warrant that you meet our eligibility requirements.

1.2 Consent to Electronic Signatures. By using Services or clicking any button to indicate your consent to these Terms, you accept and agree to be bound by the Agreement just as if you had agreed with your handwritten signature. When accepted in electronic form, the Agreement and all related documents shall be governed by the United States Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”). By clicking “SUMIT,” “ACCEPT,” “PLACE MY ORDER,” “CONFIRM PURCHASE,” or such similar markings as may designate your acceptance and consent to the Agreement, you are voluntarily submitting a legally binding electronic signature and are entering into a legally binding contract with us.

1.3 Modification of the Terms. We may amend these Terms from time to time. Unless we provide a delayed effective date, any changes to these Terms will be effective when sent to your email address on file or upon posting to the Site. Your continued access to or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. INFORMED CONSENT

2.1 Consent to Receive Services. Massage and bodywork treatments use tactile soft tissue manipulation, joint mobilization and/or self-care programs, as determined by our massage therapists, to assess and treat the soft tissue, muscles and joints of the body. By entering into the Agreement, you are providing us with your express written consent to receive the Services, including, without limitations, any massage or bodyworks treatments.

2.2 Your Rights. If at any time during your massage or bodywork treatments you feel uncomfortable or believe your therapist’s words or actions to be inappropriate, you have the right to request an immediate stop to the activity you find objectionable, to end the treatment, or to request a modification of the treatment regardless of any previous consent that you may have previously provided. You understand that your therapist will instruct you to disrobe to your level of comfort and that it is always your choice to act. You should communicate with your therapist about any discomfort that you may experience during a massage or bodywork treatment. You understand that our employees and therapists will treat you respectfully, and you will be expected to treat all The Now employees, therapists and other guests with a similar respect. Our employees and therapists will not tolerate behavior or comments that may be considered threatening, offensive, sexually suggestive, or otherwise inappropriate; this type of behavior is strictly prohibited. Our therapists reserve the right not to treat any client so long as their refusal to treat is lawful and non-discriminatory.

3. SERVICES

3.1 Services Offered. We offer a variety of massage treatments, including, without limitation, Swedish-inspired massage, energy-balancing massage and sports-inspired massage. In addition to massage and bodywork treatments, we also offer a variety of enhancements such as deep tissue, calm balm, herbal heat therapy, scalp renewal, gua sha, prenatal glow and fresh eyes. We reserve the right to change our Services at any time, with or without notice, including, without limitation, the type of massage, bodywork treatments or enhancements offered, the price for Services, the availability of the Site or certain therapists, the times for available bookings, our vendor relationships or the boutique’s normal hours of operation.

3.2 Guests. If you purchase and receive Services from us outside of a specific membership package, then we consider you a “Guest.” All Services provided to Guests are subject to these Terms. All Guest will be required to pay for Services in full at the time they are rendered. At this time, we do not accept cash payments for Services; we only accept credit cards. As a Guest, Services cannot be assigned or transferred to someone else without our express written consent. Guests who enter the boutique may be required to sign in at the front desk, provide a valid form of identification and comply with all boutique Rules (as defined below), and sign a Guest Form.

3.3 Minor’s Use. We do not offer or make Services available to any Member or Guest under the age of 13. If you are a minor, considered an individual between the ages of 13 and 17, then, unless prohibited by applicable law, we will permit the minor to receive Services provided the minor’s parent or legal guardian (a) enters into the Agreement on the minor’s behalf, and (b) takes responsibility for all billing on the minor’s account. Both the minor and the minor’s parent or legal guardian will be responsible for compliance with the Agreement including, without limitation, these Terms and any other boutique Rules. A same-gender therapist will be assigned to Services provided to a minor and we may (in our sole discretion) require that the minor’s parent or legal guardian remain present at all time during the treatment.

3.4 Members. If you purchase and receive Services from us under a membership package, then we consider you a “Member.” As a Member, you will be expected to enter into a Membership Agreement with us, which incorporates these Terms. All membership packages are sold on a recurring dues basis, meaning your membership will automatically renew each month until you properly cancel the Agreement, or the Agreement expires (a “Recurring Dues Membership”). Under a Recurring Dues Membership, you will be allocated the same pre-determined number of message and/or bodywork treatments each month in exchange for a recurring monthly payment. Unless stated otherwise by the Agreement, massage and bodywork treatments provided under a Recurring Dues Membership are redeemable only at the boutique where the membership is sold. All treatments sold under a Recurring Dues Membership will continue to accrue until the membership is cancelled or the Agreement is terminated, at which time allocated but unused treatments will be forfeited and lost, and no refunds will be issued. Recurring Dues Memberships are cancellable at any time with written notice (see, Cancellation policy).

3.5 How to Book and Cancel a Treatment Booking a massage or bodywork treatment is easy. You can do so online (at www.thenowmassage.com), through The NOW App, or in person (at the front desk of the boutique). You can cancel a booked massage or bodywork treatment through the same designated channels. Please note that we have a 12-hour window for cancelling a booked massage or bodywork treatment (see, Late Cancel policy).

3.6 No Show + Late Arrival Policy. If you schedule a massage or bodywork treatment and you either (a) fail to show; or (b) arrive more than 15 minutes after the scheduled start time, you permit us to charge you the full value for the treatment (i.e., 100% of the treatment price). To maximize the benefit of your scheduled treatment, we recommend that you arrive 10 to 15 minutes early to permit ample time to get checked in and prepare for the treatment. We do not provide refunds on treatments that you miss or for which you show up late.

3.7 Late Cancel Policy. As a courtesy to you and other Members and Guests, we strive to start all massage or bodyworks treatments at their scheduled times. If you must cancel a scheduled treatment, we require that you provide us with at least 12 hours of advance notice. If cancellation of your treatment is within 12 hours from the scheduled start time, you permit us to charge you for half the value of the treatment (i.e., 50% of the treatment price). We do not provide refunds for treatments that you fail to properly cancel.

3.8 Membership Freeze. These freeze policies only apply to Recurring Dues Memberships. Recurring Dues members will be permitted to freeze their membership for up to three (3) months during each membership year (i.e., the 12-month period starting from the effective date of the membership and each anniversary thereafter). While the membership is in freeze status, we will not bill for Services. A membership freeze can be lifted at any time by providing us with written notice. Once your membership freeze is lifted, billing on your membership will resume. Membership freeze eligibility will depend on your account being current and in good standing. Member perks and benefits will also be suspended during your membership freeze, however allocated but unused treatment credits can still be redeemed.

3.9 Loss of Property. Members and Guests are encouraged to leave valuables at home. If you bring valuables into the boutique or onto our premises (including the parking lot), we shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items belonging to you or your guests.

3.10 Quiet Environment. As a courtesy to other Members and Guests, please maintain a quiet level of conversation. Cell phones and other mobile devices must be turned off or put on silent upon check-in.

3.11 Gift Cards. A gift certificate or gift card for Services is not the same as a membership. Gift certificates and gift cards are subject to their own terms. If you wish to purchase a gift certificate or gift card, the gift card can only be redeemed at the boutique where it was purchased or the location selected on our website. All Services used under a gift certificate or gift card will be subject to these Terms.

3.12 Boutique Rules. Members and Guests will conduct themselves appropriately at all times and comply with all applicable laws, including, without limitation, laws governing alcohol and drug use and intoxication, rules and regulations established by us in our sole discretion (as made available on the Site or in the boutique), and directions of governmental authorities and The NOW personnel (collectively, "Rules"). If in our judgement you violate the Rules, or if you act in a manner contrary to the best interests or safety of our employees, therapists, Members or Guests, then we shall have the right to refuse you entry into our boutique, or any other The NOW location, or to discontinue Service, or temporarily or permanently suspend your membership (as applicable).

4. PRODUCTS

4.1 Hemp Products (at participating locations only). 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 any The NOW product, including, without limitation, our hemp products (where available), is at your own risk. We are not responsible for any personal adverse employment or professional action related to your use of hemp products. Before using any hemp product, please consult your healthcare professional about potential interactions or other possible complications prior to use. 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 hemp products. If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider. We 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 any hemp product offered or sold by us.

4.2 Boutique Purchases. We accept returns in the original condition (unused, undamaged and unopened in the original packaging) with receipt seven (7) days from the date of 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. Credits can be applied to the purchase of any items including retail products, gift cards and massage or bodywork treatments.

4.3 Online Purchases. 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 to be valid for refund or exchange. All returns must first obtain a return authorization number by emailing 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 massage or bodywork treatments.

5. CANCELLATION

5.1 Rescission. If you have a **Recurring Dues Membership**, you may rescind your membership at any time prior to midnight on the third (3rd) business day after you accept the Agreement. If you properly rescind, we will provide you with a refund for any amounts paid less the value of any Services received.

5.2 Cancellation. You may cancel your Recurring Dues Membership at any time by providing us with a 30-day written notice stating your desire to cancel. If you cancel, your Agreement will remain in effect until the end of your then-current Billing Cycle. You will have three (3) months from their date of issuance to redeem them. If not used/redeemed within this three (3) month window, the massage or bodywork treatment will be considered forfeited and lost, and no refund will be provided. Notwithstanding the foregoing, you may be entitled to a prorated refund for your unused Services in the following circumstances: (a) state law requires it; (b) you properly rescind the Agreement in accordance with section above; (c) you die during the term of the Agreement and your estate seeks a refund on your behalf; (d) you become permanently disabled and can no longer receive the benefit of Services; or (e) the boutique listed in your Membership Agreement closes or goes out of business and we are unable to transfer Services to another The NOW boutique location within 25 miles of the original boutique location. In the case of cancellation due to permanent disability, we reserve the right to ask for proof of your permanent disability and, as we choose, to have your permanent disability verified by a physician of our choosing, paid for at our cost and expense. In each of these cases, any refund issued will not include any Services actually received by you.

Note: For California Only members, in addition to the above, you can also choose to cancel your membership through choosing this option on your membership profile.

5.3 Suspension and Termination. We reserve the right to immediate suspend or terminate Services for any reason not expressly prohibited by law.

5.4 Notice. All rescission or cancellation notices may be delivered to us (a) in person, at the boutique address listed in your Membership Agreement; (b) by registered or certified mail, at the boutique address listed in your Membership Agreement; or (c) by email sent to the boutique email address listed in your Membership Agreement.

Note: For California Only members, in addition to the above, you can also choose to cancel your membership through choosing this option on your membership profile.

6. PAYMENT TERMS

6.1 Payment Method. You must provide a current, valid and accepted method of payment. Accepted payment methods include credit cards and debit cards (including MasterCard, Visa and American Express) and ACH/EFT payments from your designated bank account in the U.S. or Canada. All fees and other charges owed will be charged to the payment method on file. Unless otherwise posted, all prices are quoted in U.S. dollars, and we only accept payment in U.S. dollars. Please note that a change in your payment method may result in a change to your Billing Cycle (defined below). It is your responsibility to update and maintain the payment method associated with your Recurring Dues Membership.

6.2 Billing Details. Fees associated with your Recurring Dues Membership will be billed at the time you activate your membership and thereafter on an ongoing basis until you properly cancel. At this time, we only bill for Services on a monthly basis, with each monthly period being a single "Billing Cycle." For each cleared payment during a Billing Cycle, we will allocate to your account the pre-determined number of massage or bodyworks treatments for you to use as set forth in your Membership Agreement. The timing for billing may change if, for example, we need to change your payment method (such as in the case of an expired credit card), you change your membership plan, you elect to freeze your membership, or the parties agree on a different billing date. Each Billing Cycle will cover approximately 30 days.

6.3 CONSENT TO AUTOMATIC RENEWAL. YOU ACKNOWLEDGE, CONSENT AND AGREE THAT YOUR RECURRING DUES MEMBERSHIP WILL AUTOMATICALLY RENEW EACH MONTH UNTIL SUCH TIME AS YOU PROPERLY CANCEL THE AGREEMENT. AUTOMATIC RENEWAL MEANS WE WILL CONTINUE TO CHARGE YOU FOR SERVICES UNDER THE TERMS OF YOUR AGREEMENT UNTIL YOU CANCEL OR WE TERMINATE THE AGREEMENT. TO CANCEL YOUR RECURRING DUES MEMBERSHIP, YOU MUST PROVIDE US WITH A 30-DAY WRITTEN NOTICE OF CANCELLATION.

NOTE: FOR CALIFORNIA ONLY MEMBERS, IN ADDITION TO THE ABOVE, YOU CAN ALSO CHOOSE TO CANCEL YOUR MEMBERSHIP THROUGH CHOOSING THIS OPTION ON YOUR MEMBERSHIP PROFILE.

6.4 Payment Authorization. You expressly authorize The NOW Boutique entity listed in your Membership Agreement or Guest Form (which, for purposes of this payment authorization, shall also include our authorized third-party payment service providers) to seek payment of all fees, charges or other amounts due under the Agreement on or after each payment due date by charging the credit card on file. You understand that a charge may not immediately post to the card. If you have provided multiple payment cards to us, and in the event a payment that we attempt to collect fails, you authorize us to attempt to collect the payment by initiating one or more payment attempts to any additional payment cards that you have provided to us.

It shall be your responsibility to ensure that the credit card number that we have on file for you is valid so that all fees, charges or other amounts due under the Agreement can be charged to that card. If any payment card that you have previously provided changes or expires, you agree to promptly notify us of such change so that there is always at least one valid card on file. If any payment subject to this authorization is returned unpaid and a valid card is not provided within ten (10) days after the regularly scheduled date for payment, we may exercise any and all rights available to us, whether under the Agreement or under applicable law, which may include, but are not limited to, suspension of your membership until such payment is made, assessing a late payment fee, and/or terminating the Agreement and/or Services.

In the event we make an error in processing a charge, you authorize us to initiate a credit or debit to the card on file to correct the error. If you inadvertently transpose a digit or make a similar error in providing us with information about a payment method, you authorize us to correct the error after verifying the

information with you. You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding such fees.

You may revoke this payment authorization in person at the boutique, by calling the phone number, by sending us an email, or by mailing a letter to the contact information listed in your Membership Agreement or Guest Form with enough notice to give us a reasonable opportunity (typically three business days) to act on your request. If you revoke this authorization, you will still be responsible for paying any amounts you owe under the Agreement and your membership will terminate as of the date of revocation.

6.5 Default. Should you default on any payment obligation as called for in the Agreement, we will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs and attorneys' fees. A default occurs when any payment due under the Agreement is past due for more than 60 days. We reserve the right to suspend Services if a scheduled invoice is not paid, and you consent that such a suspension of Services is reasonable. This provision is subject to, and shall be superseded by, any applicable local, state or federal laws.

7. DISCLAIMERS; LIMITATION OF LIABILITY

THE SITE AND ALL CONTENT ON THE 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 THE SITE OR THE IMPORTATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR MADE AVAILABLE THROUGH THE SITE. YOU AGREE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMITTED BY LAW. WE, FRANCHISOR, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND SERVICE, AND YOUR ACCESS OR USE THEREOF.

WE DO NOT GUARANTEE THE QUALITY OF THE INFORMATION OR ANY MATERIAL PURCHASED OR ACQUIRED BY YOU ON THE SITE IS ACCURATE OR MEETS YOUR EXPECTATIONS. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. We do 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 we 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 THE SITE. WE AND FRANCHISOR 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 THE SITE, ANY ORDER OR THE FULFILLMENT OR NON-FULFILLMENT THEREOF, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITE. WE AND FRANCHISOR

ARE 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, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR SERVICES.

TO THE EXTENT THAT A STATE OR DISTRICT DOES NOT PERMIT THE EXCLUSION OF LIABILITY AS SET FORTH HEREIN, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES OR DISTRICTS. Notwithstanding anything to the contrary contained herein, our or our affiliates' liability 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 us for the Services during the period of one (1) month prior to any cause of action arising; or (b) five dollars (\$5.00).

8. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE NOW BOUTIQUE, FRANCHISOR, AND THEIR SUBSIDIARIES, AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, 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 OR SERVICES, 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, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We 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.

9. GENERAL RELEASE & LIABILITY WAIVER

All reference to "I" or "me" in the General Release and Liability Waiver below shall refer to you.

I hereby give my consent to receive the Services from The NOW Boutique entity listed in my Membership Agreement or Guest Form, and I acknowledge and agree that I am doing so at my own risk. My health and safety with respect to such Services are my sole responsibility. I acknowledge that my receipt of the Services may result in bodily injury or other harm to me. My decision to receive Services is voluntary, and I know of, understand, and assume any and all the risks associated therewith.

In exchange for receiving the Services, I, for myself and on behalf of my heirs, executors, administrators and personal representatives, hereby waive, release, discharge and agree to indemnify and hold harmless The NOW Boutique entity listed in my Membership Agreement or Guest Form, Franchisor, and each of their members, officers, owners, parents, franchisor, subsidiaries, affiliates, independent contractors, employees, consultants, attorneys, personnel, and agents (collectively, "The NOW Indemnified Parties") from and against any and all demands, claims, injuries (including, without limitation, personal injury, illness, disease, or death), legal or administrative proceedings, losses, liabilities, damages, penalties, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, whether or not caused by any negligence on the part of any The NOW Indemnified Parties (collectively, "Claims"), that may arise on account of or in any way in connection with my receipt of the Services or otherwise on the premises of The NOW Indemnified Parties. I acknowledge and understand that this waiver of liability includes any negligence of The NOW Indemnified Parties, excluding only intentional wrongdoing, willful misconduct, or any act or omission finally determined by a court of competent jurisdiction to be grossly negligent. I acknowledge and understand that this waiver is intended to be a complete release of any responsibility for personal injuries sustained by

me or any guest while in the boutique or on the premises, whether using services, products, or equipment, or receiving the Services or not. Further, I, for myself and on behalf of my heirs, executors, administrators and personal representatives, hereby agree to indemnify and hold The NOW Indemnified Parties harmless from and against any and all Claims that may arise on account of or in any way in connection with any injuries (including, without limitation, personal injury, illness, disease, or

death) to other persons, or any damage to property, in any way caused by or attributable to me, whether negligent, intentional, or otherwise.

I acknowledge and understand that this waiver of liability covers and includes any transmission of, or exposure to, any contagious disease during the Services or otherwise while in the boutique or on the premises, even as a result of negligence on the part of The NOW Indemnified Parties. This includes, without limitation, COVID-19. I understand that the Services are provided for the basic purpose of relaxation, stress reduction, and relief of muscular tension. I further understand that massage and bodywork treatments should not be considered a substitute for medical examination, diagnosis or treatment, and that I should see a physician, chiropractor, or other qualified medical specialist for any medical condition or physical ailments. Because massage and bodywork treatments should not be done under certain medical conditions, I affirm that I have stated all my known medical conditions in writing and have answered all questions asked of me in writing or orally honestly and completely. I agree to keep The NOW Boutique entity listed in my Membership Agreement or Guest Form, and my massage therapist, updated as to any changes in my medical profile, and I understand and agree that there will be no liability on the part of The NOW Indemnified Parties providing the Services should I fail to do so.

10. AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER

10.1 Agreement to Arbitrate.

As used in this section, “The NOW” shall include The NOW Boutique entity listed in my Membership Agreement or Guest Form, Franchisor, and each of their affiliates, employees, owners, agents, representatives, assigns or service providers.

You and The NOW agree that any dispute, claim or controversy (“Claim” or “Claims”) relating in any way to this Agreement, or the products or services provided by The NOW, will be resolved through **BINDING ARBITRATION** rather than in court, with the following exceptions:

- Either you or we may assert Claims in small claims court if jurisdiction is appropriate in such courts;
- Either you or we may assert Claims seeking equitable or injunctive relief in the state or federal courts found in the county where your The NOW Boutique is located; provided, however, that any individual Claims will still be subject to arbitration; or
- In the event the Agreement as a whole is found by a judge in a court of law not to be subject to arbitration, then you and The NOW agree and consent to the exclusive jurisdiction of the state or federal courts found in the county where you’re The NOW Boutique is located and waive any objection based on venue or forum non conveniens with respect to jurisdiction therein.

The Agreement to Arbitrate as described herein shall be governed by the Federal Arbitration Act (“FAA”), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this Agreement to Arbitrate and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

The parties intend for this Agreement to Arbitrate to be interpreted broadly and to survive termination of the Agreement for any reason. A judge in a competent court of law, and not the arbitrator, shall be permitted to interpret and determine the validity of the arbitration provision, including unconscionability.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claim to the address of The NOW Boutique entity listed in your Membership Agreement or Guest Form. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS rules are available online at <http://www.jamsadr.com> or by calling (800) 352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAM's rules. You may choose to have the arbitration conducted by telephone, based on written submission, or in person in the county where your boutique is located, or at another agreement mutually agreed to by The NOW. Judgment on an arbitrator's award may be entered in any court having jurisdiction.

You and The NOW agree that this Agreement to Arbitrate has been included to rapidly and inexpensively resolve any Claims between the parties and that this section will be grounds for dismissal of any court action commenced with respect to this Agreement, except as specifically described above. You and The NOW each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. This Agreement to Arbitrate will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). With the exception of the Class Action Waiver (described next), if any other provision of this Agreement to Arbitrate is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Agreement to Arbitrate.

10.2 Class Action Waiver. You and The NOW each agree that the arbitrator shall not consolidate more than one person's claim and shall not otherwise preside over any form of a representative or class action proceeding, and that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. **YOU AND THE NOW AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** If this Class Action Waiver provision is found to be unenforceable, then the entirety of this section shall be deemed null and void and neither of us will be entitled to arbitrate our dispute.

10.3 Your Opt-Out Rights. You have a right to reject this Agreement to Arbitrate, but you must exercise this right promptly as set forth herein. If you **DO NOT** wish to be bound by the Agreement to Arbitrate, then you must notify us in writing within thirty (30) days after the date you sign the Agreement. You must send your request by sending an email to The NOW Boutique entity listed in my Membership Agreement or Guest Form, or by sending us a written statement of your intention not to be bound to The NOW Boutique entity address listed in your Membership Agreement or Guest Form. The request must include your full name, address, account number, and the statement "I reject the Arbitration Agreement contained in my Agreement." If you exercise the right to reject arbitration, the other terms of this Agreement will remain in full force and effect as if you had not rejected arbitration.

11. CONSENT TO CONTACT

11.1 Informational. You authorize us and our affiliates, agents, representatives, assigns and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, email, or any similar methods then in use and automated email systems in order to provide you with information about this Agreement and related

benefits, including information about payments, closures, and material changes to the Agreement. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with this Agreement or any other matter. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. **You agree that, unless you withdraw your consent as explained below, the authorizations you provide in this section will survive the termination of this Agreement.**

You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the phone number for The NOW Boutique entity listed in your Membership Agreement or Guest Form or writing to us at the boutique address listed in your Membership Agreement or Guest Form, or such other address designated by us. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you.

11.2 Promotional. If you would like to receive information from us about promotions or other services that may be of interest to you, you may opt-in online or using an in-boutique form with the applicable email and/or SMS opt-in checkbox(s). By doing so, you are giving The NOW Boutique entity listed in your Online Account, Membership Agreement or Guest Form (and its authorized vendors) consent to contact you by email to the email address as set forth in your Online Account, Membership Agreement or Guest Form, or by text message or telephone call at the number provided in your Online Account, Membership Agreement or Guest Form for promotional purposes. You may update your communication preferences or revoke your consent to receiving promotional messages at any time. Your consent is not a condition of purchase.

12. GENERAL

12.1 Privacy. We respect your privacy and take privacy-related matters seriously. Please review The NOW's [Privacy Policy](#), incorporated by reference into the Agreement, for a full description of our privacy policies and practices.

12.2 Force Majeure. We shall be excused from the performance of any of our obligations under this Agreement so long as we are prevented by any Act of God, epidemic or pandemic, weather conditions, war or other national emergency, act of terrorism, any civil disturbance, labor disruption, unavailability of materials or transportation facilities, the orders or directives of any court or government agency, or any other circumstance beyond our control.

12.3 Entire Agreement. The Agreement, including all exhibits, attachments or schedules, and all boutique Rules, as revised from time to time, constitutes the entire and exclusive agreement between you and us, and supersedes all prior promises, representations, understandings and/or agreements relating to your membership and/or our provision of Services.

12.4 Modification. Except as expressly stated herein, this Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by an officer of The NOW Boutique entity listed in your Membership Agreement or Guest Form, and no change, modification or revision to this

Agreement is binding unless agreed to in a writing by an officer of The NOW Boutique entity listed in your Membership Agreement or Guest Form.

12.5 Non-Waiver. Failure or delay by any party hereto to enforce any of the provisions of this Agreement or any rights with respect hereto, or the failure to exercise any option provided hereunder, will in no way be considered to be a waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement.

12.6 Cumulative Remedies. Our rights and remedies under this Agreement are cumulative with and in addition to any other rights and remedies provided by applicable law.

12.7 Prevailing Party. In the event of any litigation arising from breach of this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation.

12.8 Headings. Headings of sections or other parts of this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement or change the meaning of this Agreement.

12.9 Severability. Except for the class action waiver, the validity or enforceability of any term or provision of this Agreement does not affect the validity or enforceability of any other term or provision hereunder, and if any term or provision of this Agreement is held to be to any extent invalid or otherwise unenforceable by any court of competent jurisdiction, such term or provision will be construed as if it were written so as to effectuate to the greatest possible extent the expressed intent of this Agreement, and the remainder of this Agreement will not be affected and will remain valid and enforceable in all respects.

12.10 Conflicting Provisions; Priority of Documents. If the Agreement has an actual conflict in terms, the conflict will be resolved in the following priority of documents: first, any later-signed Addenda, then the Membership Agreement or Guest Form; then these Terms; then the Privacy Policy.

12.11 Governing Law; Venue. This Agreement shall be interpreted under the laws of the state in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the state in which you execute this Agreement.