Terms & Conditions

"Site Usage and Information Agreement"

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Site Usage and Information Agreement

1 Welcome!

Welcome to MyMassageTherapists.com! We are proud to provide you with access to the MyMassageTherapist.com Web site (the "Site" or "Service"). Our goal is to help massage therapists make more money while clients find qualified therapists for themselves, family, or friends. MyMassageTherapists.com is an independent entity and NOT a referral agency; as such, we do not and cannot endorse, guarantee or warrant the claims or services of any other provider of services through the Site ("Provider" , "Member" OR "Massage Therapist"), advertiser, service or product.

IMPORTANT! THIS IS A BINDING LEGAL AGREEMENT (this "Agreement"). PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. This Agreement governs your use of the Site and is by and between Serenity Online Media, Inc. (referred to herein as "Serenity Online Media, Inc.", "MyMassageTherapists.com", "we," "us," or "our") and you, on behalf of yourself and the buyer, member or supplier for which you have registered ("you" or "user"). By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, the services or functions offered in or by the Site and/or the contents of the Site in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. **If you do not agree to each and all of these terms and conditions please do not use the Site and leave the Site immediately.** We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes. Your continued use of the Site following the posting of changes to this Agreement will mean you accept those changes.

2 Eligibility

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. If you do not qualify, click here to leave the Site

and do not use the Site. You must be eighteen (18) years of age or older to use this website.

To post an ad, you must be a certified massage therapist or a trained provider of massage services and looking to increase your clientele and private individual business by advertising on the website. Individuals seeking "massage exchanges" are not eligible to register as Providers / post an ad. In addition, advertiser must comply with any local, state, provincial and federal regulations, ordinances, statutes and laws, if any, that may apply to your advertisement.

3 Nature of the Service

Serenity Online Media, Inc. assists massage therapists / providers, bodyworkers and their present and future clients in finding one another. Providers may use the Service to offer, sell, advertise and promote their massage / bodywork services and such other similar or closely-related services (e.g. personal training, diet / nutrition / exercise and/or health advisement, yoga, mind/body relaxation and/or conditioning, other holistic services, etc.) as approved by us. Users are welcome to search for massage / bodywork services of their choice, and to reply, inquire, pursue or follow-up regarding Providers' advertisements in the User's capacity as an individual person for personal, non-commercial use and enjoyment. No other advertising, solicitation or use of any kind is permitted of or through the Service / Web site without prior written consent from Serenity Online Media, Inc.

You agree to comply with all applicable laws. Illegal and/or unauthorized uses of the Web site, including collecting names, e-mail addresses and/or other information by electronic or other means for unauthorized purposes, to include, without limitation, sending unsolicited e-mail; designing, building, supplementing or maintaining any commercial or non-commercial list, directory or database; and/or unauthorized framing / inlining of or linking to the Web site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

4 Venue Only

Serenity Online Media, Inc. is an advertising and search venue only. We do not participate in any transaction between Providers and Users, nor do we have any control over or make any representations or provide any assurance concerning items such as, but not limited to, (i) the quality or legality of any offered product or service, (ii) the

truthfulness of any listing, advertisement or review, (iii) the ownership of any item offered for sale, (iv) the ability of any seller to ship the item or the ability of buyers to buy the item, (v) that any item or service is safe, non-infringing as regards to the intellectual property rights of any person or entity or free of any and all encumbrances, liens or contractual claims or (vi) that the sale or advertisement of any item or service complies with the applicable legal requirements for the sale, advertisement and/or transport of that item or service, including but not limited to statutes, regulations or requirements of any country, state, province, municipality or other government authority or regulatory entity regarding sales, export or import control, taxation, duties or tariffs, presence or licensing of brokers (the foregoing, "Legal Requirements").

By its very nature, information submitted by Providers may be inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution -- and common sense -- when using the Service.

5 Restrictions on Use of Materials

All materials contained in the Site are the copyrighted property of Serenity Online Media, Inc., or its subsidiaries or affiliated companies and/or third party licensors. No material from the Site or any Internet site owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our prior written consent. For purposes of these terms, the use of any such material on any other Web, Internet, intranet, extranet or other site or computer environment is prohibited. All trademarks, service marks, trade names and trade dress used on the Site are proprietary to us or our licensors. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without our prior express written consent. You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information without our prior express written consent.

Unless indicated otherwise, all names, logos, trademarks, service marks, trade dress and trade names are proprietary to Serenity Online Media, Inc. and MyMassageTherapists.com, and may not be used by anyone for any purpose without our prior express written consent. We consider our trademarks to be valuable assets, and take infringement of them seriously. Following is a list of some trademarks used on this site and owned by Serenity Online Media, Inc.

6 Proprietary Rights in the Content

Though Serenity Online Media, Inc. does not claim ownership of any Provider or User posted content , Serenity Online Media, Inc. owns and retains all proprietary rights in the sSite. The Site contains the copyrighted material, trademarks, and other proprietary information of Serenity Online Media, Inc. and its licensors, and is protected to the maximum extent permitted by law and by international treaty provisions. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. Violation of Serenity Online Media, Inc.'s proprietary rights may result in severe civil and criminal penalties.

You further agree that the Service, the Web site, its structure, sequence and organization and source code are considered trade secrets of Serenity Online Media, Inc. and its suppliers and are protected by trade secret laws. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCING THE WEB SITE OR ANY PORTION THEREOF TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. YOU MAY NOT DECOMPILE OR DISASSEMBLE, REVERSE ENGINEER OR OTHERWISE ATTEMPT TO DISCOVER ANY SOURCE CODE CONTAINED IN THE SITE. THE USE OF ANY BOTS, "SPIDERS", OR DATA MINING TOOLS IS EXPRESSLY PROHIBITED.

You agree and acknowledge that the Service is unique and that it has required substantial effort by Serenity Online Media, Inc. to design, prepare, build, update, verify and compile. As such, you agree, acknowledge and stipulate that Serenity Online Media, Inc. shall be entitled to a fee not less than $10,000.00 USD for each and every instance that the Service, its information and/or content is accessed, collected, published or used as a result of your violation of these Terms of Service (for example, and not as limitation, for each and every unauthorized instance of use or release of an individual Provider's address, phone number, e-mail address, homepage, photo or Member name, or for each instance of unauthorized framing / inlining). You understand and agree that such a fee represents a good

faith effort, in light of the facts and circumstances known at this time, to approximate and recover the associated costs to Serenity Online Media, Inc. for its efforts and that such fees shall be considered liquidated damages pursuant to California Civil Code s 1671(a). You likewise agree and acknowledge that Serenity Online Media, Inc. shall be entitled to injunctive relief to bar and prohibit any further or subsequent unauthorized access or use.

You are advised that digital watermarks and other embedded data may be present for purposes of identification and tracking of misuse, to protect Serenity Online Media, Inc.'s proprietary rights.

7 Submissions

We are pleased to hear from our users and welcome your comments regarding the Site and the products and services offered in connection therewith. Unfortunately, however, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested. We employ a talented staff and consultants who may be working on the same or similar ideas. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff and/or consultants might seem to others to be similar to their own creative work. Please do not send us any unsolicited original creative materials of any kind. While we do value your feedback on the Site and the services and products offered in connection therewith, we request that you be specific in your comments with respect to the same, and not submit any creative ideas, suggestions, or materials (unless specifically requested by us).

If, at our request, you send certain specific submissions or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

8 Forums, including Reviews and Public Communication

"Forum" means a chat area, message board, or e-mail function offered as part of the Site. "Forum" includes any reviews you submit to the Site. If you participate in a Forum within the Site, if applicable, you must not: (i) defame, abuse, harass or threaten others; (ii) make any bigoted, hateful or racially offensive statements; (iii) advocate illegal activity or discuss illegal activities with the intent to commit them; (iv) post or distribute any material that infringes and/or violates any right of a third party or any law; (v) post or distribute any vulgar, obscene, discourteous or indecent language or images; (vi) advertise or sell to, or solicit others; (vii) use the Forum for commercial purposes of any kind other than to facilitate a transaction on the Site; (viii) post or distribute any software or other materials which contain a virus or other harmful component; or (ix) post material or make statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board. You shall remain solely responsible for the content of your messages and shall indemnify and hold the Indemnified Parties harmless for the content of such messages. We reserve the right to remove or edit content from any Forum at any time and for any reason.

By uploading materials to any Forum or submitting any materials to us, you automatically grant (or warrant that the owner of such materials expressly granted) us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with the right to sublicense, to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

When participating in a Forum, never assume that people are who the say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board, or other user generated content area. Information obtained in a Forum may not be reliable, and it is not a good idea to trade or make any investment decisions based solely or largely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information and shall not be responsible for any trading or investment decisions made based on such information.

9 Disputes Between Providers and/or Users

You are solely responsible for your interactions with other Serenity Online Media, Inc. Users and Providers, and you release Serenity Online Media, Inc. from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Serenity Online Media, Inc. reserves the right, but has no obligation, to monitor Service-related disputes between you and other Users and Providers.

10 Modification of Terms

Users agree that Serenity Online Media, Inc., may: (1) revise the terms and conditions of this Agreement, including without limitation modifying the service fees or payment terms; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective either, at Serenity Online Media, Inc.'s sole discretion, after posting of the revised Agreement or change to the services on the Site , or upon electronic notification to you. You agree to periodically review the Site, including the current versions of this Agreement available on the web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this agreement at any time by providing us with notice as set forth in this Agreement. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable. By continuing to use services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our Services; or in (ii) information posted on our Site of a general information nature.

11 Massage Therapist Accounts/Advertiser

The following provisions apply to all Providers.

11.1 Editorial Control

While we do have the ability to read and edit the content of your posting, we are not obligated in any way to post or not post the information. Our approval of a posting in no way constitutes an

endorsement. Approval and termination of postings is at our sole discretion.

11.2 Alias

You are not required to reveal your name in your posting, but you may do so if you so choose. Your alias must be a name, not a phrase. If someone is using your preferred name already, you will have to add an additional letter or letters or the first letter of a last name or a complete last name, at your choice. For example, you want to post as Alice. Alice is taken. You may post as "Alice B.".

11.3 Ad Content

Please use good judgment in how you present yourself. Approval of your posting is at our sole discretion. Post an accurate and current picture of yourself. If we find that your posting is inaccurate in any way we will remove it.

11.4 Third Party Websites

At our sole discretion we may delete links to your website.

11.5 Photo Guidelines

We prefer that you follow the following guidelines when choosing your photograph,

11.5.1 We prefer passport or headshot type photos that focus on your face and tops of your shoulders. Black & White photos are preferred, but not obligatory at this time

11.5.2 You must be wearing a shirt that covers your chest and shoulders. No cleavage displays.

11.5.3 We prefer collared shirts.

11.5.4 Ladies we prefer that you not highlight your chest by wearing a tight shirt. Ideally the photo is from the shoulders up.

11.5.5 Again, approval is at our sole discretion.

11.6 Billing

You are purchasing the service for full monthly terms, meaning that If you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the

then-current term. Please refer to the paragraph 11.8 regarding recurring Billing for deadlines.

11.7 Currency is United States Dollars (USD)

All transactions are in USD (United States Dollars). If we are sending you a payment it will be sent in USD (United States Dollars) to the account on file. Any fees charged by banks to receive ACH (Automated Clearing House), sometimes referred to as "direct Deposit", payments are the responsibility of the account holder. In the United States of America, there usually are no fees to the account holder to receive ACH payments.

11.8 Automatic Recurring Billing

We bill in monthly increments. If you cancel we will stop future charges to your account and you ad will continue to run until the end of the billing cycle.

11.9 Notice of rate changes/Pricing

We will provide you with 14 days notice that we are getting ready to begin advertising and charging credit cards. You will have the option to cancel your advertisement within these 14 days.

11.10 Free Trial Period

If we offer a free trial period, we will collect your credit card information even during the trial period. We reserve the right to increase or decrease our rates with 14 days notice. You have the option to cancel your subscription at any time.

11.11 Transfer/Resale.

We prohibit the sale or transfer of control of **any membership** by the registered account holder to any other individual or party.

11.12 Cancellation/Refund Policy

All sales are final. You may cancel at any time prior to the commencement of a new billing cycle, but no refund will be issued for the remainder of the billing cycle. We will simply not charge for the next upcoming monthly cycle. Once a month is purchased it is purchased and will not be refunded. If you edit your profile and submit it for approval and if we do not approve the new posting, it is your obligation to change the profile back to an acceptable version.

We will not refund any money for time that advertisements are in suspense for approval.

11.13 Gift Certificate Program

Massage Therapists that live in the following countries may participate in the gift certificate program: Australia, Austria, Belgium, Canada, France, Germany, Italy, Mexico, Netherlands, New Zealand, Spain, Switzerland, and the United Kingdom, and United States of America. Massage Therapists earn $50 for every sixty minute massage that they perform. While this may sound like a low price, it is often much more than a therapist receives elsewhere. Our goal is to increase the volume of business for therapists and make them more money than they are presently. This program is completely optional and not a requirement to advertise on the website.

11.14 Gift Certificate Redemption

Providers that voluntarily choose to participate in the gift certificate program agree to the following rules. These rules are necessary to protect the integrity of the program and prevent fraud.

11.14.1 Enter gift certificate numbers and redeem gift certificates on the Site by 12:01 am, California, United States between the first and fifteenth of the month, and the sixteenth and the last day of the month.

11.14.2 Payments will be made for two time periods during the month: (1) first through the fifteenth of the month and (2) 16th through the last day of the month.

11.14.3 Payment will be submitted to the bank within 5 days of the close of the two periods mentioned above and will arrive in your account depending on our bank and your bank guidelines. **We aspire to transmit the money to you as quickly as possible.**

11.15 Referral Program

Credit is not given until earned. Your referrals must complete payment for two months before you receive your two months free. Providers can earn credits for free listing time. For every one Provider that signs up, uses the referral code of an established Provider, pays for two months, the Provider will receive two months free after the two months have passed. There are at least two ways for the Provider to

communicate this information to other potential advertisers, email and printed flyer. Both documents will have the unique referral code of the Provider. The referral code is used to give credit to the Provider.

12 Gift Certificate Sales

12.1 Instructions for Gift Certificate Recipients

1. Visit MyMassageTherapists.com and choose a therapist in your area that accepts gift certificates.
2. Make an appointment. See notices on fraud below.
3. Receive, relax, and enjoy your massage.

12.2 Fraud Prevention & Gift Certificate Redemption Instructions

1. **To ensure that the recipient receives a massage from the intended therapist**, recipient should not provide gift certificate ID to therapist until they are certain he or she is going to attend the appointment. Once the gift certificate ID is provided to the therapist, the therapist will redeem the gift certificate. If the service is not completed the therapist is responsible for returning $50 to the gift certificate holder. MyMassageTherapists.com is in no way liable to the purchaser or recipient for the massage fee. The processing fee is non-refundable to any party.
2. **To ensure that the massage therapist receives a valid gift certificate,** gift certificate holder must provide the Gift Certificate ID prior to the massage appointment. Massage therapist will redeem the gift certificate online prior to the session. If the service is not completed the therapist is responsible for returning $50 to the gift certificate holder. MyMassageTherapists.com is in no way liable to the purchaser or recipient for the massage fee. The processing fee is non-refundable to any party.

12.3 Refund Policy

Subject to local laws, there are no refunds for gift certificates or processing fees. It is the responsibility of the purchaser and the recipient to protect the certificate number to prevent unauthorized use of the gift certificate.

If a client is unhappy with a service, it is the responsibility of the Massage Therapist to return the money to the client. As, according to the Gift Certificate redemption rules, the Massage Therapist has

already redeemed the certificate, the therapist will already be paid for the service. It is your responsibility to obtain the refund from the Provider.

13 Passwords

All users of the site are obligated to keep login name and password confidential. Users shall notify Serenity Online Media, Inc. immediately upon learning of any unauthorized use of its user name or password. Users shall be solely responsible for (i) updating its passwords for access to the Services periodically, and (ii) creating passwords that reasonably "strong" under the circumstances, both in accordance with Serenity Online Media, Inc.'s requirements. A "strong" password is at least six characters long, does not contain all or part of the users account name, and contains at least three of the four following categories of characters: uppercase characters, lowercase characters, base 10 digits, and symbols found on the keyboard such as !, @, #). Strong passwords should be generated in such a way that knowledge of one does not lead to knowledge of another.

14 Privacy

Please see our Privacy Policy posted on the Site. Our Privacy Policy is incorporated by reference herein.

15 Content Linked to the Site

Links to other sites we think may be of interest to you are provided for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In

addition, advertisers on the Site may send cookies to users that we do not control.

We reserve the right to disable links from any third party sites to the Site.

We make no representations concerning the content of sites listed in any of the Site's directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to a Site.

Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

16 Disclaimers

SERENITY ONLINE MEDIA, INC. DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT POSTED ON THE SITE.

YOU AGREE THAT YOU USE THE SITE AT YOUR OWN RISK. THE CONTENT, SERVICES AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, MATERIALS OR FUNCTIONS CONTAINED IN THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SITE OR SUCH SERVICES, CONTENT AND MATERIALSAVAILABLE ARE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity. You hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. We cannot ensure that you will be satisfied with any products or services that you purchase from the Site or from a third-party site that links to or from the Site or third party content on the Site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against the Indemnified Parties with respect to such sites and third party content. **We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.**

The Indemnified Parties are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters.

The Site may contain technical inaccuracies or typographical errors or omissions. Serenity Online Media, Inc. is not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken rates) errors listed on our Site. Serenity Online

Media, Inc. reserves the right to make changes, corrections and/or improvements to the Site, and to the products or services and programs described in such information, at any time without notice.

We reserve the right to cancel or modify transactions where it appears that a user has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the transactions contain or resulted from a mistake or error.

17 Indemnification

You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You hereby indemnify, defend and hold us and our advertisers and each of our and their owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permitees and employees (collectively, the "Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you through the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of Serenity Online Media, Inc. or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the

exclusive defense and control of any matter otherwise subject to indemnification by you.

18 Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES OR FUNCTIONS OF THE SITE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR YOUR RELIANCE UPON, THE SITE OR THE SERVICES, CONTENT OR MATERIALS IN, OR FUNCTIONS OF, THE SITE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR INFORMATION, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE PRODUCTS, SERVICES, MEMBERS, SUPPLIERS AND/OR BUYER OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

19 Release

BY UTILIZING THE SITE, ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SITE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, MATERIALS,

SERVICES OR PRODUCTS RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SITE AND ITS SERVICES, CONTENT, MATERIALS AND FUNCTIONS TO ANYBODY. WE FURTHER RESERVE THE RIGHT TO SEEK ANY FORM OF RELIEF, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, RELATED TO FRAUDULENT OR ILLEGAL ACTIVITY CONNECTED WITH THE USE OF THE SITE.

Because we are not involved in the actual transaction between buyers and suppliers, if applicable, in the event that you have a dispute with one or more users, you also on behalf of yourself, your predecessors, if applicable, and each of their present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, as applicable, hereby fully and forever releases and discharges the Indemnified Parties, from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement or the Site. You also acknowledge that there is a possibility that subsequent to the execution of this Agreement, you will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this section of this Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims. You have been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. You knowingly and voluntarily

waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein. Nevertheless, it is your intention, through this Agreement, and with the advice of counsel, fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have existed between and among the parties hereto, including the Indemnified Parties. You hereby acknowledge that you have been advised by your legal counsel, understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

20 Jurisdictional Issues

The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Indemnified Parties may rely upon such representation. The Site is operated from the United States and it is possible that some Software from the Site may be subject to United States export controls. No Software from the Site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country subject to a U.S. or U.N. embargo or sanction; or (ii) to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

21 No Agency

You and Serenity Online Media, Inc. are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

22 Termination

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement.

23 General Provisions

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as otherwise set forth herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. You agree that you will execute and deliver to us, in recordable form if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

This Agreement is governed by and interpreted under the laws of the state of California, U.S. as such laws are applied to agreements

entered into and to be performed entirely within California by California residents and as excludes that body of law governing conflict of laws.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Service must be filed within one (1) year after such claim or cause of action arises, or forever be barred. You further agree that any controversy or claim arising out of or relating to this Agreement or the provision of Services, excluding legal action taken by Serenity Online Media, Inc. to collect its fees and/or recover damages for, or obtain an injunction relating to, the Web site, the Service and intellectual property, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Los Angeles County, California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or Serenity Online Media, Inc. may seek any interim or preliminary relief from a court of competent jurisdiction in Los Angeles County, California necessary to protect the rights or property of you or Serenity Online Media, Inc. pending the completion of arbitration.

Additionally, pursuant to the provisions of California Civil Code § 1789.3, California consumers with commercial (paid) service contracts may seek assistance in reporting and resolving complaints from the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

24 Digital Signature Provisions

You represent and warrant that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself and the member, buyer or supplier participating in the Site. You further agree that your use constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement and acknowledged and agreed that this Agreement is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is

binding on, and non-refutable by you and the member, buyer or supplier on whose behalf you are acting.

25 Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to our Designated Agent. Notification must be submitted to the following Designated Agent:

Service Provider(s): Serenity Online Media, Inc.

Name of Agent Designated to Receive Notification of Claimed Infringement: Serenity Online Media, Inc.

Full Address of Designated Agent to Which Notification Should be Sent: P.O. Box 15103, Beverly Hills, CA 90209

Telephone Number of Designated Agent: +1 (310) 694-3668

Email Address of Designated Agent: Inquiries@MyMassageTherapists.com

To be effective, under Title 17, United States Code, Section 512(c)(3), the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

26 Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Service / Web site and your offer, advertisement, listing, purchase, solicitation of offers, and/or sale of items and/or services.

27 Miscellaneous Terms

27.1 Severability

This Agreement, accepted upon use of the Web site and further affirmed by using the Service, contains the entire agreement between you and Serenity Online Media, Inc. regarding the use of the Web site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. You agree that this Agreement and all incorporated agreements may be automatically assigned by Serenity Online Media, Inc., in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Prices quoted are in U.S. dollars. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

27.2 Headings

The section headings appearing in the agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

27.3 Non-Disparagement; Publicity

Neither party will disparage the other party or the other party's trademarks, web sites, products or services, or display any such items in a derogatory or negative manner on any web site or in any public

forum or press release. Unless otherwise stated herein, neither party shall issue a press release or otherwise advertise, make a public statement or disclose to any third party information pertaining to the relationship arising under this Agreement, the existence or terms of the Agreement, the underlying transactions between Serenity Online Media and Advertiser, or referring to the other party in relation to the Agreement without the other party's prior written approval.

27.4 Notice

Except as otherwise expressly stated in the Agreement, all notices to Serenity Online Media, Inc. shall be in writing and delivered, via courier or certified or registered mail, to Serenity Online Media, Inc., Attention: Legal Department, P.O. Box 15103, Beverly Hills, CA 90210. All notices to you shall be delivered to your e-mail address as provided by you in your account information as updated by you pursuant to the Agreement. Unless you choose to opt-out of receiving marketing notices, you authorize Serenity Online Media, Inc to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of potential interest to you , including without limitation communications describing upgrades, new products and services or other information pertaining to the Services or other Serenity Online Media, Inc. offerings relating to Internet security or to enhancing your experience.