



Annual Membership Program Contract **Terms and Conditions**

By completing the online registration process, the individual (the Primary Member), hereby indicates their desire to become a member of Massage Now, Inc. (the Clinic) pursuant to the Terms and Conditions laid out below.

Annual Fee:

The Primary Member agrees to pay an Annual fee of one-hundred dollars (\$100.00), plus applicable taxes in exchange for access to discounted membership rates for Massage Therapy Treatments at Massage Now. This fee must be paid prior to receiving discounted rates and may be paid for online or in person by Debit, Credit or Cash. A receipt will be issued to the Primary Member on successful payment. This receipt will reflect payment for an annual membership for access to Massage Therapy treatments as an adjunct to health care; and will not be made to reflect a massage treatment, which would be fraud. The Primary Member may attempt to submit the receipt to their extended health care provider or as deductible health-care expense on annual taxes. *Massage Now, Inc. does not guarantee that any third party will agree to repay the annual membership fee.* Access to the membership discounts will not be withheld once payment has been received. This fee is non-refundable except as otherwise laid out in the cancellation policy.

Contract Length:

The annual membership term is considered to begin on the date of successful payment and will last for one full year (365 days) from that date, at which time the membership term will expire and the Primary Member would need to renew the contract for another year.

Household Membership:

The discounted membership rates shall also apply to up to six (6) additional family members living at the same address as the Primary Member at no extra cost; as long as the Annual Fee has been paid. The Primary Member can list the additional members on the online form where indicated.

No Minimum or Maximum Appointments:

The Primary Member and additional members shall not be held to any minimum or maximum limitations on the number of treatments they receive during the membership term. The discounted membership rate will apply to all treatments received by the listed members where applicable.

Changes to Prices and Terms:

Massage Now, Inc. reserves the right to change the price of Regular and Membership treatments to a reasonable degree at any time with thirty days (30) written or posted notice to clients. The Primary Member acknowledges that such price increases will only happen when deemed necessary by the Clinic in order to meet rising costs and inflation. The Clinic retains the exclusive right to determine what constitutes a 'reasonable increase'. The Clinic further reserves the right to change the terms of this contract with written notice. Any such changes will be posted in the lobby of the clinic and emailed to members. The Primary Member has the right to refuse to agree to any new or changed terms and such refusal would constitute a cancellation of the agreement between Massage Now Inc, and the Primary Member with no fees or penalties.

Exclusivity and Severability:

The Primary Member acknowledges that this agreement serves as a contract exclusively between themselves and Massage Now, Inc. and does not constitute a contract with any specific Massage Therapist at the clinic, nor does it guarantee availability of any specific massage therapist. Further, should the Primary Member's preferred therapist leave their practice at the Clinic, this contract will remain in effect until the proper written cancellation notice is received by Massage Now.

Email Contact Agreement:

The Primary Member understands that to facilitate communication with its members, the Clinic needs to send emails on occasion to outline any changes, updates or important information. The Primary Member gives permission to Massage Now, Inc. to be in contact with the Primary Member through email as needed. Massage Now, Inc. assures that it does not subscribe to any third-party marketing or spam practices and will only send emails directly relating to the Primary Members' contract and the services available at the Clinic.

Cancellation:

The Primary Member may cancel their membership contract at any time without penalty or additional fees by using the following methods.

- **Online** membership cancellation form at www.massagenow.ca.
- Deliver written notice to the clinic **in person**
- Deliver written notice to the clinic **by mail**

Upon receipt of the written cancellation, the Primary Member can arrange with the Clinic to be fully refunded for any unused portion of the annual fee; minus any discounts received through use of membership priced treatments. **Refunds will be handled in person at the Clinic, by cash or electronic transfer.** A refund receipt will be issued at that time.

Example of Cancellation and Refund: If you paid the annual fee and received two treatments at the membership rate, the discount on those treatments would be \$20 per treatment for a total of \$40 in discounts. If you then cancelled your membership, a refund would be issued for \$60 (the \$100 fee - \$40 worth of discounts). You would arrange to meet with a representative at the Clinic, who would then issue the refund via cash or e-transfer.

Written notice of cancellation should be addressed as follows:

Massage Now, Inc.
100 Belmont Drive, Unit4C
London, On. N6J 3T4
Canada
Re: Membership Cancellation

Binding Law:

This annual membership contract shall be considered binding upon the Primary Member and Massage Now, Inc. and shall be upheld and enforced in accordance with the laws of Ontario. Any legal proceedings related to this annual membership contract shall take place in courts located in London, Ontario.