

BODYWORK4MEN

TERMS AND CONDITIONS OF SERVICE

Effective Date: 20th July 2018

These are the Terms and Conditions of Service (the “Terms and Conditions” or the “Agreement”) under which You may use Bodywork4men.com including any such mobile version of the same (the “Website”). If You do not accept the Terms and Conditions, do not use this Website or its Services. By using this Website, You agree to be bound by the Terms and Conditions stated herein Agreement.

EDBlu (Pty) Limited, a South African private company, is the operator of the Website, and shall be referred to as the “Company” or by first-person pronouns such as Us, We, Our, Ours, etc.

The terms “You,” “User,” or second-person pronouns such as “Yours” when used herein refer to all individuals accessing this Website for any reason.

The term “Account Holder” refers to an individual who has registered for an account with the Website.

The term “Advertiser” refers to an individual who advertises massage bodywork services by registering with the Website and accepting the Advertising Agreement. All Advertisers and all Account Holders are Users.

A. Electronic Signature

No one is authorized to access the Website or use the Services until this agreement has been accepted. You indicate acceptance of the Agreement by checking a box, clicking a link or button, or taking any action indicating Your agreement to be bound by the Terms and Conditions. You understand and agree that these actions have the same legal effect as placing Your physical signature on a legal contract.

B. Revisions to this Agreement

The Company reserves the right to change the Website, Services, policies or this Agreement at any time. You agree that the version of the Agreement you most recently accepted will be applicable to you.

C. Explanation of Website and Services

You warrant that you are at least 18 years of age and possess the legal authority to create a binding legal obligation. The Website acts as a passive conduit, providing an online advertising venue and database for its Users (“Services”). The Website and its Services are intended for the online distribution and publication of User-generated promotional material advertising massage therapy services. Access to this advertising is free of charge. The Company does not verify the information provided by the Advertiser and does not guarantee its accuracy or claims contained therein. The Company has no responsibility or liability for any misrepresentations, errors, or omissions that might appear on the Website.

Some governmental authorities impose licensing or other requirements on bodyworkers or otherwise regulate bodywork services. The Company does not validate or confirm that any Advertiser has the requisite licensure or other qualification(s). By using the Website or Services, You agree to be responsible for confirming the qualifications of any Advertiser and to determine the appropriateness of any service or suitability of any provider.

D. Website Material

The Website contains images and content, such as text, HTML code, graphics, images, logos, button icons, software and other material owned, operated, licensed, or otherwise controlled by Company (collectively, “Website Material”). Such Website Material is protected under copyright, trademark and other laws. All Website Material is the property of the Company or its content suppliers. The compilation of all Website Material is the exclusive property of the Company and protected by copyright laws. The Company authorizes You to view and access a single copy of the Website Material solely for Your personal use. You may not sell or modify the Website Material or reproduce, display, publicly perform, distribute, or otherwise use the Website Material in any way for any purpose.

E. User Account & Information

If You register a User Account with the Website, You will be asked to provide information including, a valid email address and password (Your “User Information”). You agree that all User Information will be true and correct. You may not create a User Account if accessing the Website or its Services would violate the laws where You live or access the Website. You are responsible for all uses and activities conducted through Your User Account, whether or not authorized by You. We are not responsible for any

fraudulent access and/or use of the Website via Your User Account. You are permitted to create only one User Account with the Website, and any transfer or sale of a User Account is prohibited. Although standard User access and registration of a User Account is free of charge, we reserve the right to offer additional features or upgrades for additional fees.

F. Termination of User Account

Your User Account may be terminated by the Company at any time for any reason. The Company reserves the right for any reason, to pursue any and all legal remedies, including: deletion of Your Content from the Website; immediate termination of Your User Account; and blocking Your ability to access the Website (or any Service) upon any breach by You of these Terms and Conditions, abuse of the Website, or if the Company is unable to verify or authenticate Your User Information or any other information You submit to the Website.

The Company will in no way be liable to You for termination of Your User Account or Your access to the Website. Termination or cancellation of Your account will not automatically result in permanent deletion of all data associated with Your User Account or Your Content. In our sole discretion, we may retain information for archival, business, legal or other reasons.

G. User Agreement to Receive Notifications & Other Communications

The Company reserves the right to send electronic mail or other communications to Users. You understand and agree that even unsolicited commercial email sent from the Company or its affiliates is not “spam” as defined by law.

H. Acceptable Use Policy

Security. Users are prohibited from violating or attempting to violate the security guidelines of the Website, including, without limitation:

1. accessing data not intended for such User, or logging into a server or account which the User is not authorized to access;
2. attempting to probe, scan or test the vulnerability of a system or network, or to breach security or authentication measures;
3. attempting to interfere with the functionality of the Website including, without limitation, via submitting a virus, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”; or

4. forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. The Company may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Specific Prohibited Uses. The Website and Services may be used only for lawful purposes permitted by this Agreement. You understand and agree that You may not use the Website or Services for any other purposes. The Company prohibits the following actions:

1. Using the Website or Services in a manner that is in violation of any applicable law or regulation.
2. Using the Website or Services for any purpose other than as a massage therapist offering services or as a massage therapy patron seeking a massage therapist, and this prohibition includes but is not limited to selling or promoting any products or other services.
3. Sending unsolicited mail or e-mail, making unsolicited phone calls or sending unsolicited faxes regarding promotions and/or advertising of products or services to another User or Advertiser.
4. Harassing, defaming, or injuring any User or Advertiser on this Website.
5. Posting any private or personal information about any person, without that person's consent.
6. Using any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on this Website.
7. Collecting or copying and republishing or disseminating any User Content, whether by any automated or manual means, without the express consent of all such Users;
8. Taking any action which imposes an unreasonably large load on the Website's infrastructure.
9. Disclosing User Information or User Account data with any third parties.
10. Your use of the Website or Services for any unauthorized purpose.
11. Aggregating, copying or duplicating in any manner any of the Website Material or information available from the Website.

I. User Content

As a User, You are responsible for any text, images, communications, and any other content or media uploaded, submitted, or otherwise transmitted by the Website or its Services ("User Content"). You are responsible for the consequences of Your User Content and agree that Your User Content shall comply with the provisions of this

Agreement. By accessing the Website and/or its Services, You represent and warrant that Your User Content, in whole or in part, does not contain material that:

1. infringes on any intellectual property rights of or on any right of privacy or publicity;
2. may qualify as obscene, defamatory, threatening, harassing, abusive or embarrassing to another User, the Website, or Company;
3. violates this Agreement or any other policy governing the use of the Website and Services;
4. is false or inaccurate information; or
5. contains viruses or any technology intended to harm, damage, intercept, or expropriate any system, data or information.

The Company does not guarantee or assure the truthfulness, accuracy, or reliability of User Content, nor does it condone any opinions expressed in such User Content. You acknowledge that any reliance on User Content posted by other Users is solely at Your own risk.

The Company is permitted to review or monitor User Content prior to publication (or thereafter) but has no obligation to do so. You understand and agree that the Company reserves the right in its sole discretion to reject or remove any User Content. You understand and agree that the Company reserves the right in its sole discretion to expel Users and prevent such Users from accessing the Website.

J. Liquidated Damages

You agree that if You violate provisions of this Agreement for Acceptable Use or User Content, You will be jointly and severally liable to the Company for any and all losses or harm, including liquidated damages as follows, for:

1. Publishing, disseminating or misusing personal or identifying information of any User or other third party in connection with Your use of the Website, without that party's express written consent – \$750 per violation;
2. Sending an unauthorized or unsolicited email to an email address obtained from the Website – \$100 per violation;
3. Sending an unauthorized or unsolicited text or facsimile message, or making an unauthorized or unsolicited call to another User – \$500 per incident;

You agree that these amounts are a reasonable estimate of the Company's damages and are not a penalty. In addition, these amounts do not otherwise limit Our rights or ability to recover under any legal theory or claim.

K. License to Use Your User Information & Content

You grant the Company a perpetual, royalty-free, irrevocable, non-exclusive right and fully transferable license to use, reproduce, modify, adapt, create derivative works of, publish, distribute, communicate, and/or display (in whole or in part) worldwide, in any medium now known or later developed, any information or content provided, or otherwise transmitted by You via the Website or its Services to other Users or third parties. By submitting, or otherwise providing Your User Content, You represent and warrant the following:

1. You own or otherwise control all intellectual property, publicity and other rights to the User Content necessary for the validity of the license grant above.
2. The holder of any rights has completely and effectively waived all such rights.
3. The license grant pertaining to Your User Content also permits Our Users to access, display, view, store, and reproduce such User Content for personal, non-commercial use.

L. Copyright Infringement

The Company respects the intellectual property of others, and We ask Our Users to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to Your use of this Website, You agree not to use the Website to infringe the intellectual property rights of others in any way.

M. Section 230 Notice

Pursuant to the Communications Decency Act ("CDA"), 47 U.S.C. § 230(c) (1), and court decisions interpreting the scope of the CDA, You acknowledge and understand that We operate as the provider of an interactive computer service. Thus, We are immune from, and cannot be held responsible for, claims arising from the publication or transmission of Your Content or the content of other Users or third parties that may appear on or be provided through the Website. We do not create or develop such content, and We are not responsible for the publication of remarks or communications of third parties. Nothing contained in this Agreement is intended to limit or alter the immunity from claims provided by Section 230 of the CDA. Pursuant to the CDA, We hereby provide notice that parental control protections (such as computer hardware, software, or filtering services) are commercially available, which may assist in limiting minors' access to online materials. You can find such by searching for "parental filters" or similar terms through search engines such as Google.

N. Links to Other Sites

The Website may contain links to third party sites. These links are provided solely as a convenience to You and not as an endorsement by the Company of the contents on such third-party sites. If You decide to access linked third-party sites, You do so at Your own risk, and understand that You may be subject to additional user agreements and/or policies governing the access or use of such sites.

O. The Company's Liability

Release from Liability for Disputes With Other Users. In the event that You have a dispute with one or more Users, You release the Company (and Our owners, agents, and employees) from any and all claims, demands, losses, damages, or other harm 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.

Disclaimer of Warranty. the Company does not warrant that the Website will operate error-free or that the Website and its server are free of computer viruses or other harmful mechanisms. If Your use of the Website or the Services results in the need for servicing or replacing equipment or data, the Company is not responsible for any such costs or losses. The Website and Services are provided on an "as is" basis without any warranties of any kind. The Company disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. The Company makes no warranties about the accuracy, reliability, completeness, or timeliness of the Website, Services, software, text, graphics, and links.

Limitation of Liability. The Company's maximum liability arising out of or in connection with the Website or Your use of the Website or Services, regardless of the cause of action will not exceed \$15.

Indemnity. You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, arising or resulting from:

1. Your User Content (as defined within this Agreement);
2. Your use of the Website and/or the Services; and
3. Your breach of any of the terms of this Agreement.

P. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa, without giving effect to any principles of conflicts of law. You agree that

any action at law or in equity arising out of or relating to these terms shall be filed only in the courts located in Cape Town, South Africa, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. In no event shall You be entitled to injunctive or other equitable relief. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE USE OF THE WEBSITE OR THESE TERMS AND CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Q. Miscellaneous.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Entire Agreement. This Agreement is the entire and complete agreement between You and the Company and supersedes all prior understandings or agreements whether written or oral.

Notice. All notices regarding the Website or Services must be directed to the Company by email at Bodywork4men0222@gmail.com.

Data Security Warning. You acknowledge that no website or server is immune from hacking, data breach, and other unauthorized activity. Third parties may obtain access to data or other information You send to Us, for their own purposes, or for public distribution. By using our Website and Services, You voluntarily assume all risks of data breach, and release Us in the event Your information is obtained by others or made public in any fashion.

R. California Residents

Complaints - The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted at: <https://www.dca.ca.gov>.

Release - You understand and agree that by assenting to this Agreement, You waive any applicability of California Civil Code §1542 as it may be applied to Your release of legal claims arising from Your use of the Website and/or Services.