

## Terms and Conditions

Effective/Updated as of November 1, 2024

### Introduction

Massage Is Therapy For Me (“MIT4ME” or the “Company”) offers [massageistherapyforme.com](https://massageistherapyforme.com), and related products and services services (collectively the “Site”) to you, our valued customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). By accessing or using the Site, you agree to be bound by the terms and conditions of this agreement. In the event that any of these terms are not acceptable to you or should future revisions be unacceptable to you, please cease using the Site immediately. Your continued use of the Site now or following the posting of any revisions, will indicate your agreement and acceptance of these terms and conditions and any future changes.

The content available on the Site is intended by the Company to be used by residents of the United States, only. 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.

### Modification of These Terms

We reserve the right in our sole discretion to change, modify, add, or remove the Terms, conditions, and notices under which the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

### No Unlawful or Prohibited Use

As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices.

- You will comply with all applicable laws, including, but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc.
- You will use the Site in a professional manner, and you may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- You will not create or attempt to create multiple unique user accounts. This includes using multiple email addresses to access the Site.
- You will not impersonate any person or entity, including, but not limited to, any MIT4ME employee, nor will you falsely assert or otherwise misrepresent your affiliation or authority with any person or entity.
- You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.
- You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent.
- You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site.
- The information you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.
- You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an ownership interest) from the Site without our prior express written consent or that of the appropriate third party.

- You may not print, download, and/or use the underlying HTML, text, audio clips, video clips, and other content that is made available to you on this Site for anything other than your personal information. These restrictions will apply except in cases where the Company otherwise agrees in writing. Please see the section on Copyright below.
- Without limiting the generality of the foregoing, you may not:
  - include such content in or with any product or service that you create or distribute;
  - reproduce, duplicate, copy, sell, rent, resell, or exploit for any commercial purposes any portion of the Site, use of the Site, or access to the Site;
  - establish: (i) a hyperlink, including a deep link, to any page or location on the Site; or (ii) a frame containing any portion of the Site, on any other Web site or text document with hyperlink capabilities without the express written permission of the Company;
  - copy such content onto your or any other Web site or publication; or
  - direct any other person to do any of the foregoing.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice we may be contacted at [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com)

## EMAIL COMMUNICATIONS

Email communication is not secure and there is no guarantee that an email will be delivered within a reasonable time, or at all. We advise you to contact us by telephone at 718-926-9058 with any information that must reach us by certain deadlines.

## USE OF COMMUNICATION SERVICES

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). If you provide an email address or phone number (mobile or landline), you warrant that you either are the account holder or have the express permission of the account holder to provide such information. If you provide permission to text a mobile number, you are consenting to receiving marketing communications to that number. Consent to receive text messages is not a requirement for your use of the Site and permission may be withdrawn at any time by contacting [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com).

You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.

- Download and/or distribute any file posted by another user of the Communication Services that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Violate any applicable laws or regulations.

Please note that we have no obligation to monitor the Communication Services. However, we reserve the right in our sole discretion to review all activity and materials related to the Communication Services and to stop activity and remove any materials at any time, for any reason, without notice to you. We also reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Further, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request or to edit, refuse to post, or remove any information or materials, in whole or in part, in our sole discretion. We shall not be liable to you for any loss you may incur as a result of our taking any action relating to removal, editing, or disclosure to regulatory bodies or law enforcement, nor for the actions or inactions of other users, including anything contained in your or any third party's contributions. You agree to indemnify us for any cost, expenses, damages, or liabilities we incur due to your use of the Site or otherwise relating to any of your contributions.

Always use caution when giving out any personally identifying information about yourself or others in any Communication Service. The Company

does not control or endorse the content, messages, or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

### Code of Conduct Requirements

As a member of the MIT4Me community, the Coaching / Consulting Program, the Coaching Community, and/or as a One to One client, you are required to be a good Community member and abide by the following:

- Be respectful and courteous to all other Community members and all coaches, instructors, and employees of Massage Is Therapy For Me.
- Do not use abusive, derogatory, threatening, or discriminatory language, either directly or indirectly.
- Do not discriminate against or harass on the basis of any legally protected classification, including, but not limited to race, gender, age, disability, national origin, religion, sexual orientation, or gender identity.
- Do not retaliate for any reason.
- Do not sexually harass or make improper advances.
- Do not hang up abruptly on others when you are on a live call of any kind.
- Do not use your coaching sessions to complain about coaches, instructors, and employees of Massage Is Therapy For Me or other Community members.

Information Provided to Massage Is Therapy For Me or Posted on the Site

Other than personal information that you may submit in order to complete an application through the Site, we do not claim ownership of the materials or information you provide to us (including feedback and suggestions) or post, upload, input, or submit to any Site or its associated services (collectively “Submissions”). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting us, our affiliated companies and necessary sub licensees, permission to use your Submission in connection with the operation of the Site and its businesses, including, without limitation, the rights to: utilize, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission, except to the extent prohibited by law. None of the Submissions shall be subject to any obligation of confidentiality on our part, and we shall not be liable for any use or disclosure of any Submissions.

Without limitation of the foregoing, we shall be entitled to unrestricted use of the Submissions for any purpose without compensation to the provider of the Submissions. All personal information provided to this Site will be handled in accordance with the Site’s online **Privacy Policy**, the provisions of which are incorporated into the Terms. We are under no obligation to post or use any Submission you may provide and may in our sole discretion remove any Submission at any time, for any reason, without notice to you.

By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section, including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

In the course of using the Site, you may submit your personal data and/or the personal data of others. It is your responsibility to ensure this information is accurate and up to date.

Links to Third Party Sites and Offerings

The Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under our control, and we are not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site or any changes or updates to a Linked Site. By providing these links, we do not endorse, sponsor, or recommend such sites or the materials disseminated by or services provided by them, and we are not responsible for the materials, services, or other situations at or related to or from any other site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third-party sites to the 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.

The Company cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or third-party content on the Site. The Company is not involved in the actual transaction between buyers and suppliers. 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. As a result, we have no control over the quality, safety, or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items, or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction. 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 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.

### Links to Third-Party Integrations

We may provide links to third-party integrations. Third-party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as processing payments, sending newsletters, or providing translations.

You acknowledge and agree we are not responsible for the availability of such sites or resources and do not endorse and are not responsible or liable for any content, advertising, goods, services, or other materials on, available through, or provided by such sites or resources.

We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of any of your personal information that you provide or is collected by such sites. We encourage you to review the privacy policies and terms and conditions on those Linked Sites.

### Information Collected by Third Parties

We may allow third-party companies that use tracking technologies, such as cookies or pixels, to record IP information about users who visit or interact with our Site. Our Site does not provide any personal information to these third parties. This information allows them to deliver targeted advertisements and gauge their effectiveness. Some of these third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies. For additional information, please see our **Privacy Policy**.

## Electronic Communications Privacy Act Notice (18 U.S.C. §§2701-2711)

We make no guarantee of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. We will not be liable for the privacy of the information, email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Site.

### Right to Refuse Service

We may prohibit you from participating in or utilizing the Site if, in our sole and absolute discretion, you show a disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate your access, remove or edit content, or cancel orders in our sole and absolute discretion.

### Access Restriction

Access to parts of the Site may be restricted to authorized persons. If you believe you have been granted access to any document or file by mistake, please exit the restricted section immediately and contact us as soon as possible.

Parts of the Site incorporate encryption technology, but even if there is encryption technology in place, we cannot guarantee that unauthorized individuals will not be able to access confidential information hosted on or downloaded from the Site.

The documents and files hosted on restricted parts of the Site are confidential. You must not distribute the documents and files hosted in these areas except to persons authorized to read them. If you believe that you may have been granted access to a document or file by mistake, you must not download it, copy it, use it for any purpose, or disclose its contents to any other person.

## Information Provided by Other Users

We do not control the information provided by other users, which is made available through the Site. You may find another user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with people acting under false pretense.

## Technical Inaccuracies

The Site may contain technical inaccuracies or typographical errors or omissions. We are not responsible for any typographical, photographic, technical, or pricing errors listed on our Site. We reserve the right to make changes, corrections, and/or improvements to the Site, and to the products and programs described in such information, at any time without notice as described above in Modification of These Terms.

## Disclaimers

The testimonials and examples contained on Massage Is Therapy For Me's website represent exceptional results and may not apply to the average purchaser of our products. The examples and testimonials are the opinions and sentiments of the speakers and are not intended to show typical results or guarantee that anyone will obtain the same or similar outcomes.

As with any business, your results may vary, and will be based on your understanding of the material, business experience, expertise, and level of effort. Further, there are unknown risks in business, particularly in online business, that cannot be foreseen and which may affect the results individuals experience. There is no assurance that examples of past results can be duplicated in the future.

Massage Is Therapy For Me cannot and does not guarantee your results, earnings, or future earnings achieved as a result of your use of our programs, nor can we provide you with professional and/or legal advice. By signing up/enrolling in a Coach or Consulting Program training, Product, or Service, you acknowledge and agree that Massage Is Therapy For Me

is not responsible for your results, earnings, future earnings achieved as a result of our Coach / Consulting Program training, Product, or Service and you accept the risk that earnings and income statements differ by individual.

The Site and the materials located on or through the Site are provided by us for informational and educational purposes only, with the understanding that we are by the provision of these materials not engaged in rendering legal, financial, or other professional advice or service. We make no representation or warranty, and disclaim any and all responsibility or liability, for the suitability, timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability or availability of information, materials, software, products, and services included in or available on or through the Site for any purpose.

The information and materials on this Site and any communications sent to you via this Site or otherwise from the Company (including, without limitation, newsletters, electronic mail, or communication via telephone) should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete, or more timely sources of information. ANY RELIANCE ON THE INFORMATION OR MATERIAL ON THIS SITE IS AT YOUR OWN RISK. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, PROFESSIONAL, CAREER, LEGAL, OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

The Company disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material in respect of the Site or the use thereof.

To the maximum extent permitted by applicable law, all such information, materials, software, products, and services are provided “as is” and “as available” without warranty or condition of any kind.

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, non-infringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or arising from course of dealing or course of performance.

You understand and agree that any material downloaded or otherwise obtained through the use of the Site is done so at your own discretion and risk and that you will be solely responsible for any claims, including, without limitation, any damages to your computer system or loss of data, that results from downloading or otherwise obtaining such material.

Some states do not allow the exclusion of implied warranties, so these exclusions may not apply to you.

### Limitation of Liability

Except as expressly provided otherwise herein or in an applicable supplemental agreement, in no event shall the Company, any of the Company's affiliates, subsidiaries or data providers, or anyone else involved in creating, producing, delivering, or managing the content of this site (collectively, the "Site Providers"), be liable to you or any third party for any claims whatsoever, including, without limitation, direct, indirect, special, incidental, punitive, or consequential damages (including, without limitation, any lost revenues, lost profits, lost opportunities, loss of prospective economic advantage) arising out of or in connection with the use or performance of this Site, any communications sent to you via this Site or otherwise from the Company (including, without limitation, in the form of electronic mail or via telephone), or information available from this Site including, without limitation, any damages suffered as a result of errors, omissions, inaccuracies, interruptions, defects, delays, computer viruses, loss of use, data or profits, unauthorized access to and alteration of your transmissions and data, and other tangible and intangible losses, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or

failure to provide services, or from any actions we take or fail to take as a result of email messages or other communications you send us, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its Site Providers has been advised of the possibility of damages. Without limiting the foregoing, the Site Providers assume no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instruction contained in the content of this site.

Some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages and, as a result, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Site.

You also agree that we are not responsible or liable in any way for injury, loss, or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services, or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim, or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

### Indemnification

You agree to indemnify, defend, and hold harmless the Company; its affiliates, licensees and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third-party service providers of the Site (“Indemnified Parties”) from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties, or costs of whatsoever nature, including reasonable attorneys’ fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise (“Claims”)

arising or resulting in any way from any violation of these Terms or the services provided to you as part of the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of Indemnified Parties (except as and to the extent prohibited by applicable law) 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. Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

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 the Terms, 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.

Online Commerce, Payments, Disclaimers

## DISCLAIMER

Massage Is Therapy For Me cannot guarantee your results, earnings, or future earnings achieved as a result of your use of our programs, nor can we provide you with professional and/or legal advice. Your results in your business will be completely dependent on your understanding of the material and your own work and efforts to apply it. By signing up/enrolling in

a Coach / Consulting Program training, Product, or Service, you acknowledge and agree that Massage Is Therapy For Me is not responsible for your results, earnings, future earnings achieved as a result of our Coach / Consulting Program training, Product, or Service and is not responsible for giving you professional and/or legal advice.

### Coaching / Consulting Program

Participation. To participate in the Certified Coaching Program, you agree to maintain a respectful attitude and hold space for your peers and instructor within the group setting. Failure to do so may result in immediate removal from your small group, Group Class, or from the Program altogether, without prior notice. Examples of the types of behaviors that will not be tolerated include, but are not limited to, the following: use of derogatory or explicit language, harassing, aggressive, inappropriate, threatening, or argumentative behavior, disrespect toward your peers, your instructors, or any member of staff.

### TRANSFER TO NEXT CLASS SESSION DUE TO MEDICAL NECESSITY

If you are unable to complete your Coach / Consulting Program by your predetermined program end date due to a medical condition, you may be permitted to pause your participation and/or transfer to the next class session. To do so, you may be asked to provide medical certification that not only confirms the existence of a disability that has prohibited you from completing the requirements by your predetermined end date, but also certifies that you will be able to participate in the course and meet the requirements for the next class session. When you return to complete certification, you agree to participation in the program as it's currently being offered and, in the event of significant program changes, may be required to pay the difference in tuition cost.

### CONFIDENTIALITY

**The Coach / Consulting Program is a social network in which personal and professional information may be exchanged between participants. You are entirely responsible for deciding how much of**



**your personal information you wish to share in the Communities. By taking part in the Communities, you agree to keep information of other members confidential.** The Company will not share, sell, or rent the personal information of its members to third-party businesses; however, we cannot guarantee the confidentiality of any of the information you choose to share in the Community. Please review our **PRIVACY POLICY** to learn how we manage personal information.

All Communities materials, coaching, coaching calls, call replays, class replays, recordings, instructor calls and call recordings, transcripts, workshops and workshop recordings, as well as the personal information of individuals are to be kept confidential. These materials and information may not be duplicated, shared, posted on social media or utilized in any way.

## RIGHT TO REFUSE OR TERMINATE ACCESS

We reserve the right in our sole discretion to refuse or terminate your access to our Coach / Consulting Program trainings, Products, Services, and/or our program materials, website, e-mail communications, or any other method of communications related to our Coach / Consulting Program trainings, Products, or Services at any time without notice.

Should you or we wish to terminate the Coach / Consulting Program trainings, Products, or Services at any time, these termination terms will apply to you as well, even after termination by either of us.

In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the Coach / Consulting Program trainings, Products, Services or our website, e-mail, or any or other methods of communications affected by such cancellation or termination. The restrictions imposed on you with respect to Coach / Consulting Program training materials and the Coach / Consulting Program trainings, Products, or Services, including, but not limited to all of the disclaimers, limitations of liabilities, and rights set forth in these Terms of Use , shall survive such termination of your access and apply in full force.

## PAYMENT

If paying by credit/debit card, you give Massage Is Therapy For Me permission and authorization to automatically charge your credit or debit card as payment for your Coach / Consulting Program training, Products, or Services for which you will receive an electronic receipt. If you purchase Coach / Consulting Program training, Products, or Services using our payment plan option, you agree to pay the initial payment to secure your participation and also agree to begin payments on the date specified on the enrollment form. By using the enrollment form, you give Massage IS Therapy For Me permission and authorization to automatically charge your credit/debit card every thirty (30) days until all payments are completed.

In the event that payment is not received by the date due, you will have a seven (7) day grace period in which to make payment; otherwise, your access and entitlement to theCoach / Consulting Program training materials, Products, or Services will be discontinued. If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from ourCoach / Consulting Program training, Products, or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Coach / Consulting Program trainings, Products, and/or Services.

When you purchase any Coach / Consulting Program training, Products, or Services, the information provided and obtained as part of the transaction, such as your credit card number and contact information, may be collected by both the third-party merchant and by us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for the merchant's independent policies.

You agree to be financially responsible for all purchases you make. You agree to purchase and use ourCoach / Consulting Program training, Products, or Services for legitimate purposes only in compliance with these Terms of Use. You also agree not to make any purchases for speculative, false, or fraudulent purposes. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or

them, arising from your purchase or use of our Coach / Consulting Program training, Products, or Services.

When you purchase our Coach / Consulting Program training, the monies for said tuition apply to the Coach / Consulting Program training only. Coach / Consulting Program, use of the Business Strategies resource(s), and any other post-Coach / Consulting Program training class offerings, including Advanced Trainings approved by the Company, are strictly optional and not refundable. Your Coach / Consulting Program course and qualification requirements must be completed before you will become eligible to utilize the Business Strategies resource(s) or take any other post-Coach / Consulting Program trainings.”

You agree to only purchase these Coach / Consulting Program training, Products, or Services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party’s personal or financial information to us or a merchant, you represent that you have obtained his/her consent to provide such third party’s personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant’s website and click on its information links or contact the merchant directly.

#### REFUND POLICY

Your satisfaction with your Coach / Consulting Program training, Products, and Services is of utmost importance to the Company. Once you have enrolled in the Coach / Consulting Program, you will have seven (7) days in which to withdraw from the program and request a refund. You understand and acknowledge that, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Coach / Consulting Program training, Products, and Services, we are unable to honor any requests for a refund of any portion of your payment (including Application Fees) for any part of our Coach / Consulting Program trainings, Products, and Services beyond that date.

## PURCHASE AND USE OF INDIVIDUAL SELF COACHING SCHOLARS COURSES/PROGRAMS

The purchase of any individual Exclusive VIP courses, is a one-time purchase and not a monthly membership. You will not be charged again for access to these online materials. Once purchased, you will have access to the individual course materials for a period of twelve (12) months from the date of purchase.

## MONEY BACK GUARANTEE FOR EXCLUSIVE VIP PROGRAM

The purchase of any individual Exclusive VIP courses, is a one-time purchase and not a monthly membership. The purchase of programs from Massage Is Therapy For Me does not guarantee results. Our Money Back Guarantee is exclusive for this program. This guarantee can only be applied if the individual consuming the program has not missed any classes, meetings, and consultations and still believes they have not gotten their money's worth in education.

## DISCLAIMER

The purchase of programs from Massage Is Therapy For Me does not guarantee results. Our programs also are not a replacement for health/medical care. If you require health, medical, psychiatric, and/or psychological care, you are advised to retain the services of a licensed medical professional. The sole purpose of the Company and its products is to provide educational materials and coaching on the subject of self coaching.

## PURCHASE AND USE OF INDIVIDUAL COURSES/PROGRAMS

The purchase of any Coach / Consulting Program course or component does not include access to any other programs offered by Massage Is Therapy For Me. Enrolling in Coach / Consulting Program, Products, Services, etc only permits access and entitlement to Coach / Consulting Program. Individual course purchases are a one-time purchase and not a monthly membership. You will not be charged again for access to these online materials. Once purchased, you will have access to the individual

course materials for a period of twelve (12) months from the date of purchase.

#### SUBSCRIPTION *MONTHLY* MEMBERSHIP

Your subscription membership begins once your first payment of three hundred and sixty dollars (\$360 USD) OR four hundred dollars (\$400 USD) is processed. In connection with our satisfaction guarantee, should you decide, within any month of enrollment, that the Coach / Consulting Program has not met your expectations and you no longer wish to continue your membership, you may leave the program, no questions asked. Otherwise, the membership payment of three hundred and sixty dollars (\$360 USD) OR four hundred dollars (\$400 USD) will be processed automatically each month, on or about the same date of signup, until the membership is canceled. The EXCLUSIVE VIP membership money back guarantee does not apply to the purchase of monthly membership programs.

#### PURCHASE AND USE OF INDIVIDUAL EXCLUSIVE VIP PROGRAM

The purchase of any EXCLUSIVE VIP is a one-time purchase and not a monthly membership. You will not be charged again for access to these materials. Once purchased, you will have access to the individual program materials for a period of twelve (12) months from the date of purchase. Our Money Back Guarantee is exclusive for this program. This guarantee can only be applied if the individual consuming the program has not missed any classes, meetings, and consultations and still believes they have not gotten their money's worth in education.

#### CONFIDENTIALITY

In all programs, personal and professional information may be exchanged between participants. You are entirely responsible for deciding how much of your personal information you wish to share in the Communities. By taking part in the Communities, you agree to keep information of other members confidential. The Company will not share, sell, or rent the personal

information of its members to third-party businesses; however, we cannot guarantee the confidentiality of any of the information you choose to share in the Community. Please review our PRIVACY POLICY to learn how we manage personal information.

All materials, coaching, coaching calls, call replays, class replays, Private Podcast recordings, instructor calls and call recordings, transcripts, workshops and workshop recordings, as well as the personal information of individual members are to be kept confidential. These may not be duplicated, shared, posted on social media or utilized in any way.

Virtual Private Coaching sessions provided by the Company in the programs as well as One to One Coaching sessions or in free trial coaching sessions are also maintained as confidentially as possible.

#### GET COACHED COACHING TOPICS

You can bring any topic you want coaching on to your coaching sessions. Our coaches are trained in a variety of topics. In the event that you are unsure what you want to be coached on, our coaches will be prepared to coach you to any situation, except as limited herein.

#### DISCLAIMERS

PLEASE NOTE THE COACHING PROGRAM DOES NOT GUARANTEE RESULTS. IT IS ALSO NOT A REPLACEMENT FOR HEALTH/MEDICAL CARE. IF YOU REQUIRE HEALTH, MEDICAL, PSYCHIATRIC, AND/OR PSYCHOLOGICAL CARE, YOU ARE ADVISED TO RETAIN THE SERVICES OF A LICENSED MEDICAL PROFESSIONAL. SIMILARLY, IF YOU ARE EXPERIENCING ACTIVE TRAUMA OR NEED ASSISTANCE PROCESSING A SPECIFIC TRAUMATIC EXPERIENCE, WE RECOMMEND YOU RETAIN THE SERVICE OF A LICENSED MENTAL HEALTH PROFESSIONAL. IF YOU NEED ASSISTANCE UNPACKING ISSUES OF RACE, PRIVILEGE, AND/OR BIAS, AND EXPLORING HOW THESE THINGS HAVE SHAPED YOUR IDENTITY AND IMPACTED YOUR LIFE AND WORK, YOU SHOULD SEEK THE ASSISTANCE OF A QUALIFIED DIVERSITY COACH WHO IS SPECIFICALLY TRAINED TO ADDRESS THESE MATTERS. THE SOLE PURPOSE OF THE COMPANY

AND THE MEMBERSHIP PROGRAMS IS TO PROVIDE EDUCATIONAL MATERIALS AND COACHING IN THE AREA OF MASSAGE BUSINESS COACHING.

Under no circumstances will the Company or any of its representatives be held liable for any special or consequential damages that result from the use of, the improper use of, or the inability to use the information or strategies communicated to you through the Coaching / Consulting program. By participating in the Community, you hereby waive and release the Company to the full extent permitted by law from any and all claims relating to the use of and/or reliance on the information and content provided to you. In no event shall the Company be held liable for any injury, loss, or damage resulting from the use of, or reliance upon, the program materials.

#### RIGHT TO REFUSE OR TERMINATE ACCESS

We reserve the right in our sole discretion to refuse or terminate your access to our Coaching / Consulting Program trainings, Products, Services, and/or our program materials, website, email communications, or any other method of communications related to our Coaching / Consulting Program trainings, Products, or Services at any time without notice.

Should you or we wish to terminate the Coaching / Consulting Program trainings, Products, or Services at any time, these termination terms will apply to you as well, even after termination by either of us.

In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the Coaching / Consulting Program trainings, Products, Services or our Website, email, or any or other methods of communications affected by such cancellation or termination. The restrictions imposed on you with respect to the Coaching / Consulting Program training materials, Products, or Services, including, but not limited to all of the disclaimers, limitations of liabilities, and rights set forth in these Terms and Conditions, shall survive such termination of your access and apply in full force.

## DISPUTE RESOLUTION|ARBITRATION|CHOICE OF LAW

It is hoped that should you and the Company ever have any differences, we will be able to work them out amicably through a phone conversation or email correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly in the state of New Jersey, in accordance with the American Arbitration Association Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to Massage Is Therapy For Me via email. You understand and agree now that the only remedy that can be awarded to you through arbitration is a full refund of any Payment(s) made by you, up to the date of the award. You agree that no award of consequential or of any other damages may be granted to you and you agree not to seek the same.

You agree that, by using the Site, Content, any Service or any Products, you are waiving the right to a court or jury trial or to participate in a class action. You agree that you may bring claims against us only in your individual capacity and not as a Plaintiff or class member in any purported class, representative, or collective proceeding. Any and all arbitrations will take place on an individual basis, only. Class arbitrations and class actions are not permitted.

By signing up for/enrolling in/purchasing any of our Coaching / Consulting Programs, Products, and Services, you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in email or shall otherwise be forfeited forever. You also agree that should arbitration take place, it will be held in New Jersey, and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our Company, or any of our Coaching / Consulting Programs, Products, or Services. Where requested by law or arbitration, of course, you are not



prohibited from sharing your thoughts and opinions as a part of the legal process.

### Availability of Products Outside the United States

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 the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") Parties may rely upon such representation.

The Site is operated from the United States, and it is possible that some software from the Site or the products and services offered on the Site may be subject to United States export controls. Products and services described on the Site and software downloaded or otherwise exported or re-exported from the Site are not intended for sale, download, or export (i) into (or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or 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. Downloading or using the software, products or services, 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.

### Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflicts of law provisions. The parties agree that the exclusive jurisdiction for any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, this Agreement or services provided in connection therewith shall be in the state and federal courts located in New Jersey.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

#### Intellectual Property and Copyright

The Company owns, or (where required, appropriate, or applicable) has licensed, all right, title and interest in and to the Site, including the features, materials, opportunities and services made available on or through the Site, and all information, text, data, graphics, Product images, sound recordings, audio and visual clips, logos, software and all other materials contained therein, and the compilation, collection, design, selection and arrangement thereof (collectively, the "Content"). You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using the Site and the Content. Such intellectual property and proprietary rights may include, but are not limited to, various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets, and all such rights are and shall remain the property of the Company or its licensors and content-providers. You may not reproduce, modify, copy, frame, publish, display, post, transmit, download, sell, create derivative works from, or distribute any Content, or any portion thereof, without the express prior written permission of us, except as indicated within these terms.

Pursuant to the Digital Millennium Copyright Act (17 USC §512(c)), the Company has implemented a process for receiving written notice of copyright infringement and for addressing such claims in accordance with

the law. If you become aware of possible infringement of the Company's copyrighted materials, please contact [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com).

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Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission or the permission of such third party that may own the Trademarks displayed on the Site.

#### WHAT DOES THIS MEAN?

The use of any MIT4Me logo, including the Coaching / Consulting Programs logo, outside of these groups or on documents created by those not working for or contracted with Massage Is Therapy For Me, is strictly prohibited.

You are not licensed to resell any course related materials, repackage our tools in your own voice, write books teaching our tools extensively, or create apps based on the model. You cannot rewrite our material or content and sell it as your own, nor are you authorized to sell our materials or merchandise. This is copyright infringement. You may mention the

Company and our tools briefly with credit. Please review applicable copyright laws to make sure that you are complying with them.

You also are not licensed to use the tools for any type of Coach Certification course.

## COPYRIGHT REQUESTS

For any questions or requests, please contact us at [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com).

### Hyperlinks to the Site

If you are interested in creating hypertext links to this Site, you must obtain the Company's written permission before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship, or support of this Site or the Company, including its respective employees, agents, directors, officers, and shareholders.

### Electronic Signature

You represent and warrant that you have the legal right, power, and authority to agree to the Terms 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 the Terms and acknowledged and agreed that these Terms are 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.

### General Terms

The following general terms apply to you and your use of the Site:

### JOINT VENTURE

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

#### EXISTING LAWS

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

#### SEVERABILITY

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

#### AMENDMENT

You may not modify or amend this Agreement, in whole or in part without the prior written consent of an authorized representative of the Company. Additionally, the Company may replace this Terms of Service Agreement from time to time and your subsequent use of the Site, or any content, programs, or materials provided through the Site, will be subject in all respects to the terms and conditions of such terms of service in force at the time of such subsequent use. You are advised to check this Global Terms of Service Agreement regularly for any modifications.

#### ENTIRE AGREEMENT

Unless otherwise specified herein or agreed to by the user, these Terms of Use constitute the entire agreement between the user and the Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible

in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. No representations or statements of any kind made by any affiliate of the Company, which are not included in this Agreement, shall be binding on the Company or its affiliates.

#### WAIVER

No waiver of any provision herein shall be valid unless in writing and signed by an authorized representative of both you and the Company. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

#### MISCELLANEOUS

This Agreement shall inure to the benefit of the Company and its subsidiaries and affiliates. Any and all references in this Agreement to the Company and its affiliates shall, where the context so permits include the Company's parent companies, sister companies, and their respective subsidiaries, affiliates, directors, officers, employees, contractors, and agents. The headings contained herein are for convenience only and shall have no legal or interpretive effect. Additional terms and conditions may apply when you use other services, affiliate services, third-party content, or third-party software on or through a link provided on the Site.

#### ASSIGNMENT

The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

#### SMS Terms and Conditions

1. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS MESSAGE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

2. Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.

3. By subscribing, you consent to receive text messages including alerts and updates.

4. By subscribing or otherwise using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

6. To cancel your SMS subscriptions, text STOP to a text message you receive. You may receive a subsequent message confirming your opt-out request.

7. For additional help, text HELP to a text message you receive.

8. Message and Data Rates May Apply.

9. T-Mobile® is not liable for delayed or undelivered messages.

10. United States Participating Carriers Include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.

11. Program Availability: Currently, the Program is only available to residents of the United States. You understand and acknowledge that you may not sign up for, access, or attempt to access or use the Program from countries outside of the U.S. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

## QUESTIONS / SUPPORT:

You can contact us at [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com) at any time, from your mobile phone, send a text message with the word “HELP”.

## Media Release –Live, In Person, and Virtual Events

By attending/participating in a Massage Is Therapy For Me I live, in person, or virtual event, (the “Event”), including any live coaching calls, you hereby authorize MIT4Me to use your name, image and likeness, including but not limited to as may be captured in photographs, audio recordings, videos, artwork, quotes, and any other art or media in connection with the Event (the “Materials”). You hereby release MIT4Me and any affiliated or related persons or entities from any and all claims and causes of action you may have based upon MIT4Me’s use of the Materials, and grant MIT4Me’s permission to use, publish, exhibit and/or reproduce the Materials in any manner and in any and all media now known or later developed, without obligation to pay you any royalty or compensation of any kind. Such rights include but are not limited to use in connection with advertising, social media, publicity, marketing, fundraising, promotional and other commercial purposes. If you do not wish to or are not authorized to grant such rights, releases and waivers, you should not attend the Event.

YOU CERTIFY THAT YOU HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE AND ARE AUTHORIZED TO AND DO AGREE TO ITS TERMS. THE RIGHTS GRANTED HEREIN ARE GRANTED IN CONSIDERATION OF YOUR PARTICIPATION IN THE EVENT AND YOU ACKNOWLEDGE THAT SUCH PARTICIPATION WOULD NOT BE POSSIBLE WITHOUT THE CONSENT AND RELEASE GRANTED HEREIN.

## How to Contact Us

If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at:

Massage Is Therapy For Me  
718-926-9058



Email: [fgioeli@yahoo.com](mailto:fgioeli@yahoo.com)