

Flow Massage Therapy LLC

Terms of Service and Conditions

1. Introduction

Welcome to Flow Massage Therapy LLC By booking a massage therapy session or using any of our services, you agree to comply with and be bound by the following Terms of Service and Conditions. Please read these terms carefully. If you do not agree to these terms, please do not use our services.

2. Services

Flow Massage Therapy LLC offers various massage therapy services, including but not limited to reflexology, craniosacral therapy, reiki, PEMF, PNF, myofascial release, CBD deep tissue, and aromatherapy. Our therapists are certified professionals committed to providing high-quality care.

3. Appointments

- A. Booking: Appointments can be made by phone, text, or in person.
- B. Cancellation Policy: We require at least 24 hours' notice for cancellations or rescheduling. **You must call AND text: 917-592-3395 to confirm cancellation.**
- C. Cancellations made less than 24 hours before the appointment will incur the **FULL** cost of the scheduled time. A credit card is required to be on file to secure an appointment.
- D. Late Arrivals: If you arrive late, your session will still end at the scheduled time to avoid delaying the next client. **FULL** payment is required.
- E. No Shows: Clients who fail to show up for their appointment will be charged the **FULL** session fee.

4. Payment

We require a credit on file and

Payment Methods: We accept Cash, Zelle, Venmo, Credit/Debit cards, and other payment methods as specified at the time of booking.

Payment Timing: Payment is due at the time of service unless otherwise arranged.

Refunds: Refunds are not provided for completed services. If you are dissatisfied with your service, please contact us within 24 hours to discuss your concerns.

5. Client Conduct

Health Conditions: Clients must inform the therapist of any medical conditions, allergies, or injuries before the session. Clients must fill out a health intake form to the best of their ability before their session. This is essential for the safety and effectiveness of the treatment.

Personal Hygiene: Please shower before your appointment to provide ultimate care.

Behavior: Respectful behavior is expected at all times. Any inappropriate behavior, including sexual advances or comments, will result in immediate termination of the session, and FULL payment will be charged and the client will be banned from future services.

6. Therapist Conduct

Professionalism: Our therapists adhere to a strict code of ethics and professional conduct.

Confidentiality: All client information and session details are kept confidential.

7. Liability

- A. Waiver of Liability: By receiving services from Flow Massage Therapy LLC, clients acknowledge that massage therapy is not a substitute for medical treatment and that no guarantees have been made regarding the outcome of the treatment. Clients agree to release Flow Massage Therapy LLC and its therapists from any liability related to the services provided.

- B. Injuries: Clients are responsible for informing the therapist of any discomfort or pain during the session. Flow Massage Therapy LLC is not liable for any injuries sustained during or after the session.

8. Privacy Policy

Data Collection: We collect personal information necessary for booking appointments and providing services.

Data Use: Personal information is used solely to provide and improve our services.

Data Protection: We implement measures to protect client information from unauthorized access or disclosure.

9. Changes to Terms

Flow Massage Therapy LLC reserves the right to modify these Terms of Service and Conditions at any time. Clients will be notified of significant changes, and continued use of our services constitutes acceptance of the revised terms.

Clients will be required and responsible to sign and agree to the Consent for Treatment and Informed Consent and Waiver before the massage session.

10. Contact Information

For questions or concerns regarding these Terms of Service and Conditions, please contact us in writing at:

Address: 2251 N Rampart Blvd #165, Las Vegas, NV, United States, Nevada 89128

Phone: 917-592-3395

Email: Jenn@FlowMassage.info

By using our services, you acknowledge that you have read, understood, and agree to these Terms of Service and Conditions.

11. Governing Law

These terms of service and conditions are governed by the laws of the State of Nevada

12. Time

Essential Timing

- A. The parties agree that time is of the essence with respect to all dates and time periods set forth in this contract. This means that all deadlines, time frames, and other time-related provisions in this contract are critical and must be strictly adhered to by both parties.

13. Assignment and Non Assignment

Section 1: Right to Assign Services:

Flow Massage Therapy reserves the right to assign, delegate, or transfer the performance of any massage or related services under this contract to any of its qualified employees or independent contractors at its sole discretion. The client agrees that Flow Massage Therapy has the authority to determine the appropriate personnel to perform the

services, and such assignment shall not affect the terms, quality, or enforceability of this contract.

Section 2: Non-Assignment by Client

The client may not assign, transfer, or delegate any of their rights or obligations under this contract to any other person or entity without the prior written consent of Flow Massage Therapy. Any attempt to do so without such consent shall be void and of no effect.

Section 3: Notice of Assignment

Flow Massage Therapy will make reasonable efforts to notify the client in advance if a different therapist or service provider will be assigned, but the absence of such notice shall not constitute a breach of this contract or impair its enforceability.

Section 4: Continuity and Quality of Service

Flow Massage Therapy ensures that any individual assigned to perform services under this contract will be fully qualified and capable of delivering the same standard of care and professionalism expected by the client.

14. Final Binding Arbitration

A. Agreement to Arbitrate

Any dispute, claim, or controversy arising out of or relating to this contract, including the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by final and binding arbitration in accordance with the laws of the State of Nevada.

B. Arbitration Procedure

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA), or such other arbitration body as the parties may agree upon. The arbitration shall take place in Las Vegas, Nevada, and shall be conducted

before a single arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the AAA shall appoint one.

C. Governing Law

The arbitrator shall apply Nevada law to the merits of any dispute or claim, without regard to conflicts of laws principles. The arbitrator's decision shall be final, binding, and conclusive on the parties and may be entered as a judgment in any court of competent jurisdiction.

D. Costs and Fees

The parties shall equally share the costs of arbitration unless the arbitrator determines that such division is not equitable, in which case the arbitrator may allocate the costs differently. Each party shall bear its own attorney's fees unless otherwise provided by applicable law or the arbitrator awards fees to the prevailing party.

E. Waiver of Jury Trial

By agreeing to this arbitration provision, the parties understand that they are waiving their right to a trial by jury or to participate in a class action.

F. Exclusive Remedy

Arbitration under this section shall be the exclusive remedy for any dispute between the parties, and neither party shall have the right to pursue claims against the other in any other forum.

15. Entire Agreement

Section 1: Integration

This contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements,

understandings, negotiations, representations, and warranties, whether oral or written, between the parties regarding the same. This contract is binding and enforceable upon the parties by their electronic acceptance through the website where this agreement is posted.

Section 2: Agreement by Posting and Acceptance

The terms of this contract have been made available to the parties through the posting on the FlowMessage.info website. By clicking "Agree" or taking any other affirmative action indicating acceptance of these terms on the website, the parties consent to and are bound by this contract in its entirety, as if it were executed in writing.

Section 3: Amendments

No amendment, modification, or waiver of any provision of this contract shall be effective unless it is in writing and posted on the website or otherwise provided to the parties electronically. Continued use of services or any other affirmative action indicating acceptance of the amended terms will constitute agreement to the changes.

Section 4: No Reliance on External Statements

The parties acknowledge that they have not relied on any representations, statements, or promises made by the other party or anyone else that are not expressly contained in this contract. Each party assumes full responsibility for any decisions made based on any understanding that is not included in this contract.

Section 5: Severability of Prior Agreements

Any prior agreements between the parties relating to the subject matter of this contract are hereby terminated and rendered void, except as expressly preserved in this contract.

Section 6: Counterparts and Electronic Signatures

This contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic acceptance via the website shall be deemed as valid and binding as an original signature.

16. Good Faith and Fair Dealing

A. Obligation of Good Faith

The parties to this contract agree to act in good faith and deal fairly with one another in the performance and enforcement of this agreement. Each party shall act in a manner that is honest, fair, and reasonable, and shall not do anything to unfairly interfere with the right of the other party to receive the benefits of this contract.

B. Implied Covenant

This contract incorporates the implied covenant of good faith and fair dealing as recognized under Nevada law. Each party acknowledges that this covenant requires them to refrain from acting in a manner that would prevent the other party from realizing the fruits of the contract and to not take any action that would violate the spirit of the agreement, even if such action is technically permissible under the express terms of the contract.

C. Enforcement

In the event of a dispute regarding the performance or enforcement of this contract, the parties agree that a breach of the obligation of good faith and fair dealing may result in remedies as provided under Nevada law, including but not limited to, compensatory damages, equitable relief, or other remedies as deemed appropriate by a court or arbitrator.

17. Notices

Section 1: Manner of Delivery

All notices, requests, demands, and other communications required or permitted under this contract shall be in writing and delivered electronically via email to the parties at their respective email addresses set forth below, or to such other email addresses as either party may designate by notice in accordance with this section. Delivery of notices by email shall be deemed sufficient for all purposes under this contract.

Section 2: Effective Date of Notice

Notices sent by email shall be deemed received when the email enters the recipient's email server, as confirmed by a delivery receipt or other electronic confirmation. If the email is sent after 5:00 PM (local time of the recipient) on a business day, or on a non-business day, it shall be deemed received on the next business day.

Section 3: Email Addresses for Notice

The parties' email addresses for the purpose of receiving notices under this contract are as follows:

[Party 1]:

Jenn Ty

Flow Massage Therapy LLC

Jenn@flowmassage.info

[PARTY 2]

Massage Client

The email address provided by the client in connection with this agreement and maintained on file by Flow Massage Therapy.

Section 4: Change of Email Address

Either party may change its email address for notices by giving written notice to the other party in accordance with the provisions of this section. Such change shall be effective five (5) business days after the notice is deemed received. For the client, the email address on file with Flow Massage Therapy shall be deemed the current and correct address for all notices unless the client provides written notice of a change.

Section 5: Acknowledgment of Receipt

The recipient of an email notice shall acknowledge receipt by replying to the email or through another written method. However, failure to acknowledge receipt shall not affect the validity or timing of the notice if it is otherwise deemed received under this section.

Section 6: Backup Method

If email communication fails due to technical issues or is otherwise not feasible, notices may be sent via an alternative method such as certified mail, return receipt requested, or a nationally recognized overnight courier service. Such backup notices shall be deemed effective upon receipt as provided by the backup method's standard terms.

18. Severability

Section 1: General Severability

If any provision of this contract, or the application thereof to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction under Nevada law, such provision shall be deemed severed from this contract. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of this contract, which shall remain in full force and effect.

Section 2: Modification for Enforceability

To the extent permitted by Nevada law, the parties agree that any such invalid, illegal, or unenforceable provision shall be reformed and construed to the extent necessary to make it valid, legal, and enforceable while preserving its original intent. If such reformation is not possible, the provision shall be struck, and the remainder of the contract shall continue in full force and effect.

Section 3: Essential Purpose

If the severed provision or its reformation materially alters the fundamental purpose of this contract or causes undue hardship to either party, the affected party may terminate this contract upon written notice to the other party.

20. Waiver

Section 1: No Waiver of Rights

The failure of either party to insist upon strict performance of any term, covenant, or condition of this contract, or to exercise any right or remedy available under this contract, shall not be construed as a waiver of such term, covenant, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the party granting the waiver.

Section 2: Specific Waiver

A waiver of any particular breach, default, or non-compliance under this contract shall not be deemed a waiver of any other breach, default, or non-compliance, whether similar or dissimilar in nature. Each waiver is specific and limited to the particular instance or circumstance in which it is granted.

Section 3: No Continuous Waiver

The waiver by either party of any breach or failure to enforce any of the provisions of this contract shall not be deemed a continuing waiver of the same or any other provisions, nor shall it prevent the party from enforcing any and all provisions of this contract in the future.

Section 4: Rights and Remedies Cumulative

The rights and remedies provided in this contract are cumulative and not exclusive of any other rights or remedies available under Nevada law. The waiver of any right or remedy shall not preclude the exercise of any other right or remedy available under this contract or applicable law.

21. Right to Counsel

Section 1: Acknowledgment of Right to Legal Counsel

Each party acknowledges that they have been advised of their right to seek independent legal counsel regarding the negotiation, drafting, and execution of this contract. The parties confirm that they have either consulted with their own legal counsel or have voluntarily chosen to waive that right.

Section 2: Voluntary and Informed Execution

By signing this contract, each party represents and warrants that they have had sufficient opportunity to review the terms and conditions of this contract and to consult with independent legal counsel; if desired. Each party further represents that they fully understand the terms, rights, and obligations contained in this contract and are entering into it voluntarily and without any undue pressure or coercion.

Section 3: No Reliance on Opposing Counsel

Each party agrees that they have not relied upon the other party's legal counsel for any advice or representation related to this contract. Both parties acknowledge that any legal counsel representing the other party does not represent or act on behalf of them in any capacity related to this contract.

Section 4: Waiver of Right to Counsel

If either party chooses not to consult with legal counsel before entering into this contract, that party knowingly and voluntarily waives the right to do so and agrees that this waiver will not affect the validity or enforceability of this contract.