

Your Wizard Massage Mobile Subscription Agreement

1. Definitions

- **Applicable Discount** - A percentage off of the Base Subscription Price for:
 - The Client paying the whole subscription on or before the start of the Subscription. At this time it is 3%.
 - The Client having their own massage table. At this time it is 2%.
 - An agreed upon Session Frequency higher than Monthly. For this agreement it is 0%.
- **At-Home/Mobile Massage** - A Session provided by the Company at the Client's home or office address.
- **Base Subscription Price** - The maximum Subscription Price before applicable discounts. Currently \$137/60 Minutes.
- **Billing Period** - If the Subscription is Monthly then the Billing Period is every Month on the 1st (first) day of that month. If the subscription is Weekly the Billing Period is every 4 (four) weeks on the Monday of the 1st (first) week.
- **Billing Price** - The amount billed to the client at each Billing Period. Billing Price is Subscription Price multiplied by the Session Frequency. This Agreement is \$274 billed Monthly.
- **Booked Session** - A Session which has an agreed upon date and time by the Company and the Client.

- **Booking Software** - The web-based software the Company uses for any and all methods of doing business with current and potential Clients. The software provider company is iMaxDigital: <https://www.imaxdigital.com>
- **Client** - The primary individual person interested in subscribing to monthly, bi-monthly, tri-monthly, weekly or alt-weekly Sessions from the Company. The Client must provide valid, current and accurate home/office address and billing information.
- **Company** - Reworks Massage and Tech, LLC, DBA Your Wizard Massage is an At-Home/Mobile Massage therapy company, providing excellent bodywork to the greater Denver area.
- **Current Service Price (CSP)** - The per-Session cost at the non-Subscription rate at the time of the Subscription Session's booking of a Service of an equal number of minutes. Currently the CSP is \$157/60 Minutes.
- **Guest** - A person for whom a Member would like to buy Guest Sessions for.
- **Guest Session** - A Session purchased at the Base Subscription Price for a Guest of the Client. Guest receive their Guest Sessions at the Subscription Address for free. Sessions are sequential, with Guests receiving from one therapist.
- **In-Studio Massage** - Session provided at a Your Wizard Massage Studio.
- **Member** - The Client and any other individual that will be receiving at every Session at the Subscription Address. Members are limited to Session Lengths of no less than 60 (sixty) minutes per 1 (one) Member.
- **Out of Subscription Fee** - The Current Service Price minus this Subscription's Base Subscription Price. IE, a 2 (two) hour Session would be $(\$157 - \$137) \times 2$.
- **Parties** - All members of this agreement, including the signing Client, all Members and any potential Guests of the Client or Members.

- **Roll Over** - During the Subscription Period, all Unused Sessions Roll Over into the next Billing Period. Unused Sessions booked outside of the Subscription Period (if the Subscription is not renewed) are subject to the Out of Subscription Fee.
- **Session** - A date and time at the Subscription Address where At-Home/Mobile Massage or In-Studio Massage services, as applicable, will be provided to the Members or Guest(s) for the Session Length. Sessions are sequential, with Members receiving from one therapist.
- **Session Length** - The contracted length of time in minutes for every Session during the Subscription Period. The Session Length can be as little as 60 (sixty) minutes and as much as 300 (three hundred) minutes and is unalterable until the Subscription ends. Extensions in 30 (thirty) minute increments may be purchased.
- **Extension** - Additional minutes purchased for a Session in 30 (thirty) minute increments at 1/2 (half) the Base Subscription Price.
- **Session Frequency** - How frequently during the Billing Period the Session is available. This Subscription Frequency is Bi-Monthly. Frequency may be:
 - Monthly - Once a month, billed monthly
 - Bi-Monthly - Twice a month, billed monthly
 - Tri-Monthly - Three times a month, billed monthly
 - Weekly - Once every week, billed every 4 (four) weeks
 - Alt-Weekly - Once every other week, billed every 4 (four) weeks
- **Subscription** - A commitment by the Company during the Subscription Period to offer the opportunity for a Client and Members to receive Sessions, the opportunity for Guests of the Client to occasionally receive Guest Sessions and a commitment by the Client to pay for said Sessions at a Billing Period for the Billing Price, a commitment by the Client or their Guest to pay for Guest Sessions at the Base Subscription Price and the opportunity to book Sessions of the agreed upon Session Length as is available from the Company.

- **Subscription Address** - The address that Sessions are booked at for no extra cost. May be the Client's home or office address or a Your Wizard Massage Studio. There is a fee to change this address.
- **Subscription Period** - The number of months or 4 (four) week blocks until the Subscription must be renewed. This Subscription Period is 12 Months.
- **Subscription Price** - The per-Session cost during the Subscription, a value discounted from the Base Subscription Price at the time the Subscription begins. This Subscription Price is \$137 per Session.
- **Transfer To Client** - A Member, or a Guest that has received a Guest Session before the requested transfer date, who intends to accept the terms and conditions of this Subscription, which will be transferred at the Client's request.
- **Unused Sessions** - Every Billing Period, after the Client has paid the Billing Price, a number of Sessions are made available to the Client to book as defined by the Session Frequency. If the Client does not book and receive these Sessions before the next Billing Period, these Sessions are considered Unused Sessions.
- **Your Wizard Massage Studio** - A brick and mortar massage studio that the Client or Guests can schedule Sessions at. Limited to one Client/Member at a time. If this is not the Subscription Address, then there is a fee for changing to this location. Current available studios are:
 - Active Care Cabanas, 1365 Kipling Street, Lakewood, CO 80215

2. Company Obligations

2.1 During the Subscription Period

For the Subscription Period, unless the Subscription is cancelled, the Company shall provide the means by which the Client may book a Session at the contracted Session Length at the Subscription Address on a date and time that agrees with both the Company's and the Client's schedule. Sessions may be booked through the Company's online Booking Software or directly via phone, text or email.

The Company, until the Subscription Period has ended, shall bill the Client for the Billing Price at the Billing Period, unless the Client chooses to pay the whole Subscription value at the beginning of the Subscription.

Subscriptions payed in full are billed no later than the Subscription start date and the total amount minus any discounts is due on that date.

The day that the Company bills the Client shall be the 1st (first) day of the Month if billed monthly or the Monday of the first week of the 4 (four) week cycle.

2.1.1 Guest Sessions

For the Subscription Period the Company shall provide the opportunity for the Client to purchase Guest Sessions for the Client's Guests only at the Base Subscription Price. The Company shall bill the Client, or their Guest directly if applicable.

Guest Sessions are not available for Roll-Over and must be booked and used within 5 (five) days of purchase. The Company is not responsible for booking the Guest Session's date and time.

Guest Sessions are offered for Guests of the Client only. Guest Sessions shall not be substituted for nor replace the Client's Subscription Sessions.

Guests cannot receive the Client's Subscription Sessions, in whole or in part, instead of the Client or any Member.

2.1.2 Session Time Extensions

For the Subscription Period the Company may provide Extensions at the Client's request.

Extensions may affect the Company's ability to provide for a booked Session and may require rescheduling of any extended Session to accommodate the Extension.

2.1.3 Subscription End and Renewal

The Company may notify the Client of their Subscription expiration 1 (one) week prior to the end date of the Subscription via email or phone.

The Company may provide a new Subscription quote prior to the Subscription's end date. If the Company does not provide a new Subscription quote the Client may request to renew the Subscription at the current Billing Price, Billing Period, Subscription Period, Session Length and all other details still offered by the Company and applicable to the new Subscription from the ending Subscription.

The Company may choose to not create nor renew a Subscription for the Client, Members or Guests for any reason.

2.1.4 Company Information Changes

The Company will attempt to notify the Client of changes to the Company's mailing address, Current Session Price, updates/changes to the Your Wizard Massage/Reworks Massage and Tech LLC Liability Waiver or addition or loss of availability of a massage studio location in writing no later than 15 (fifteen) days prior to that change coming into effect.

Changes shall not incur an increase nor decrease in Billing Price nor Session Length for the Client during the Subscription Period.

2.1.5 Company Session Booking Availability

The Company will attempt to provide the opportunity for the Client to book at least the Subscription's Session Length at the Session Frequency after the payment at the Billing Price has been received during and after each Billing Period, up until the Subscriptions end date.

If the Client chooses to pay the whole subscription value at the beginning of the Subscription then the Client may request dates and times for all the agreed Sessions at any time during the Subscription Period at no extra cost. The Company will attempt to fulfill these requests up until the Subscription end date.

The Company shall not be held responsible for unavailability of any date and time for any reason.

The Company will attempt to provide the Client the opportunity to book all paid for Sessions at least 3 (three) weeks in advance of the end of the current Billing Period, or if the Client paid the whole subscription value at the beginning of the Subscription, then up until the Subscription end date.

2.1.6 Communication

The Company will attempt to provide Session confirmation, reminders and information about Unused Sessions, rescheduling or cancelling of Sessions and any other related changes to the Client or Guest via text and email.

The Company will attempt to provide Session reminders 50 (fifty), 26 (twenty six) and 2 (two) hours prior to each Session and Guest Session start date and time.

The Company shall not be obligated to confirm the Client or Guest has received these communications.

The Company shall not be held liable for the Client or Guest not being ready to receive their Session at the appointed date and time and location. This includes, but is not limited to, late arrival or any other scheduling mishaps due to network transmission errors, intentionally or unintentionally unsubscribing from the reminders, unpaid network bills or other communications technology challenges the Client is solely responsible for.

2.1.7 Waived Fees

The Company may choose to waive any fee for any reason. The Company reserves the right to reinstate, resubmit or otherwise request payment of a waived fee at any time for any reason.

2.2 Cancellation of Subscription

The Company may cancel the Client's Subscription at any time for any reason.

2.3 After the Subscription Period

Should the Client have Unused Sessions available after the end date of the Subscription Period and should the Client also choose to not renew or start a new Subscription within 1 (one) week of the end date of the Subscription Period the Company may offer the opportunity for the Client to still book the Unused Sessions for the additional cost of the Out of Subscription fee any time within 6 (six) months after the end date of the Subscription Period.

Unless superseded by the contract for the new Subscription, if after the Subscription Period has ended, a new Subscription is renewed and the Client has Unused Sessions from the previous Subscription the Company shall provide the opportunity for the Client to book the number of Unused Sessions for their original Session Length from the ended Subscription at no extra charge for up to 6 (six) months after the end date of the ended Subscription.

Unused Sessions from the ended Subscription shall not in any way be considered Sessions billed under the new Subscription for any reason.

2.3.1 Expiration of Unused Sessions

Any Unused Sessions not booked between the end of the applicable Subscription Period and the date 6 (six) month past are forfeit.

3. Client Obligations

3.1 Prior to the Subscription's Start

The Client and all Members must meet the following requirements:

1. Have read and accept all the terms and conditions of the Subscription.
2. Are 18 (eighteen) years of age or older.
3. Have read, accepted and signed the current Your Wizard Massage/Reworks Massage and Tech LLC liability waiver.
4. The Sessions Address is within 1 (one) hour's drive from the Company's mailing address, which is currently 1411 Cortez St. #211455, Denver CO 80221, or at a Your Wizard Massage Studio.

This agreement must meet the following requirements:

1. Subscriptions with 2 (two) or more Members shall not have a Session Length less than 60 (sixty) minutes multiplied by the number of Members in duration.

The Client must provide the Company with current information as requested below in 3.1.1 and 3.1.3 and accurate credit card information for identification and billing purposes prior to the start of the Subscription.

3.1.1 Client Information

Client's Full Name:

Home Address:

Session Address is: Home Address or Active Care Studio? (Check one only)

Email Address:

Cell Phone Number:

Was this Subscription Transferred? Yes, from

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3.1.2 Members Requirements

Being a Member of a Subscription is the privilege of receiving at least 1 (one) 15 (fifteen) minute portion of each Session.

Members of this Subscription agreement may not be changed, added nor removed upon acceptance of this agreement, except if the Client requests to transfer this Subscription to another Member and the Member agrees as in section 3.2.5.

Members are not limited to direct family as Guests are. All Members may purchase Guest Sessions for their applicable Guests as indicated in 3.2.7.

Members all receive their portion of each Session at the Subscription Address on the same date, in whatever order they wish, beginning at the start time.

3.1.3 Member Information

Member #1 Full Name:

Member #2 Full Name:

Member #3 Full Name:

Member #4 Full Name:

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3.2 During the Subscription Period

For the Subscription Period the Company shall automatically bill the Client's credit card account on the 1st (first) day of the month if billed Monthly or the Monday of the first week of the 4 (four) week Billing Period if billed Weekly.

3.2.1 Billing

Should the process of billing the Client's provided credit card account result in an insufficient funds, incorrect information or any other denial of payment error preventing the Company from collecting payment the Company will attempt to notify the Client of the error and request them to provide a new credit card or update their information.

Payments not received within 5 (five) business days after the Company first attempted to bill the Client's credit card account shall result in a fee of 30% (thirty percent) of the Subscription Price and will accrue interest at 5% (five percent) each Billing Period after until paid.

3.2.2 Session Booking and Location

For the Subscription Period the Client may book the Subscription's Session through the Company's Booking Software, via phone, text or email for any time and date that the Company has available within the Subscription Period at no extra cost.

At no extra cost Sessions may be booked at the Subscription Address.

If the Client initially chose their Subscription Address to be at their home/office address, they may request to book a Session at a Your Wizard Massage Studio which will incur a location change fee of \$20 (twenty dollars) if accepted by the Company.

If the Client initially chose their Subscription Address to be at a Your Wizard Massage Studio, they may request to book a Session at their home/office which will incur a location change fee of \$20 (twenty dollars) if accepted by the Company.

The Client may choose to either stay with the new location or return to their initial location after the first session at the new location. Any change after the next session after the change will incur another location change fee of \$20 (twenty dollars).

3.2.3 Client Information Change

Should any of the Client's personal or billing information change it is the Client's obligation to update the Company as soon as possible. The inability of the Company to charge the Client's account due to outdated information is subject to the penalties outlined in 3.2.1.

3.2.4 Subscription Renewal

The Client may choose to commit to a new Subscription, that starts at the end of the current Subscription, as provided by the Company prior to the end of the current Subscription.

Any Unused Sessions from the current Subscription at the start of the new Subscription may be booked as described in section 2.3.

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3.2.5 Transfer of Subscription

After the Subscription's second and before the final Billing Period the Client may request in writing, via email or written letter, from the Company to transfer their Subscription to an eligible Transfer To Client.

The Client shall allow the Company 10 (ten) business days from the email received or letter posted date to respond to the transfer request. Should the Company not respond within the 10 (ten) business days after the request, the request shall be considered denied.

Transfer requests shall be accepted by the Company as long as all of the following criteria are met:

1. The Transfer To Client consents to accept all the terms and conditions of this Subscription Agreement.
2. The Transfer To Client is already a Member or is a Guest that has received a Guest Session prior to the date the Client wishes to transfer the Subscription to.
3. The Transfer To Client is 18 (eighteen) years of age or older.
4. The Transfer To Client signs a new Subscription agreement with a start date on the date the Client requests the transfer to start and a Subscription Address within 1 hour of the Company's mailing address. All other applicable information is copied from the original agreement, including the original Subscription end date.
5. The Transfer To Client provides the Company with current, accurate, complete and updated information including their full name, address, telephone number and credit card information for identification and billing purposes.

Transferred Subscriptions shall be clearly marked with "Transferred" in the Client information section and notes indicated who the original client was.

Subscriptions that have been transferred shall not be eligible for transfer again for the duration of the Subscription Period.

Transferring a Subscription shall not alter the Session Length, nor decrease the Billing Price.

As a Transfer To Client can be a Member of the current Subscription, transferring a Subscription may allow the addition of another person as a Member as long as the total Member count does not exceed the original Subscription's total Member count.

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3.2.6 Members

The Billed Price shall not be altered should any Members not be available to receive any portion of a Session for any reason. Other Members may receive longer portions of the Session and any time from Extensions.

Members may choose to not use the full Session Length for any reason.

3.2.7 Guests

The Client may request to book a Session for a Guest through the Company's Booking Software or directly through email, phone or text for the Base Subscription Rate of \$137 per 60 (sixty) minutes.

Guest Sessions not booked at the Subscription Address are subject to a \$20 (twenty dollars) location change fee and the location must be within 1 (one) hour's drive from the Company's mailing address.

Guest Sessions shall not be more frequent than once every 3 (three) months if the Subscription Frequency is Monthly or every 12 (twelve) weeks otherwise for the same Guest.

3.2.8 Cancellation and Rescheduling of Sessions

Subscription Sessions may be rescheduled by the Client at any time during the Subscription Period. Dates and times for the rescheduled Session is subject to the Company's availability as indicated in 2.1.5.

Rescheduling a Subscription Session or Guest Session less than 24 (twenty four) hours in advance of the Session start date and time shall incur a fee of \$50 (fifty dollars).

Subscription Sessions or Guest Sessions cancelled less than 48 (forty eight) hours in advance of the Session start date and time shall incur a fee of \$35 (thirty five dollars).

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3.3 Cancellation of Subscription

The Client may Cancel the Subscription during the Subscription Period upon the following conditions: The Client's death or permanent physical disability, or if the Client moves further away than 1 (one) hour away from the Company's mailing address and does not have a valid Transfer To Client.

The Client, or their estate executor if applicable, shall notify the Company in writing, via email or written letter, at least 10 (ten) days prior to the date they would like to cancel their Subscription.

All Unused Sessions after the date of the cancellation are forfeit.

All Guest Session not used prior to the cancellation date may be refunded to the Client or Guest. All Guest Sessions not used after the cancellation date shall be forfeit.

3.3.1 Cancelled Subscription and Eligibility

After cancelling their Subscription the Client shall be the only Member not eligible to apply for a Subscription of lesser value than the Billing Price multiplied by the Subscription Period for 6 (six) months from the date of cancellation.

3.4 After the Subscription Period

If the Client chooses to not commit to a new Subscription after the end of the current Subscription and there are Unused Session the Client may book them for up to 6 (six) months past the Subscription Period end date, plus the Out of Subscription Fee.

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4. Miscellaneous

4.1 Attorneys' Fees

In the event it shall be necessary for any party to institute legal action to enforce any of the terms, conditions or provisions contained in this Agreement, or for the breach thereof, the prevailing party as determined by the court in such action shall be entitled to receive actual reasonable attorneys' fees and costs. The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

4.2 Value

Sessions, Extensions and Guest Sessions hold no cash value.

4.3 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties. No other understandings or agreements shall be binding on the Parties unless outlined in writing and signed by all Parties.

4.4 Supersedes Prior Agreements and Understandings

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Company, the Client, any and all Members and any and all Guests regarding Subscriptions prior to the most recent date this document was signed.

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4.4 Use of Software

Should the Client, any Member or Guest choose to use the online Booking Software provided by the Company they shall be obligated to use it within the means by which it was designed, the extent with which the Booking Software's provider permits, within the boundaries of their access privileges and to the extent with which this agreement provides.

4.4.1 Modify or Destroy

Neither the Client, nor any Member nor any Guest nor any agent of any person of this agreement shall endeavor to modify, change, destroy or otherwise tamper with the Booking Software.

4.4.2 Privileges

Neither the Client, nor any Member nor any Guest nor any agent of any person of this agreement shall endeavor to increase privileges nor gain access to features within the Booking Software through any means without the Company's explicit permission.

5. Subscription Billing Description

This Subscription shall start on 1/22/2025 and will end after 12 Months on 1/22/2026. The Client, , shall be automatically billed the Billing Price Monthly for Bi-Monthly 60 Minute Sessions at the Session Address, unless paid in full. Paid in full price is due on or before 1/22/2025.

This Billing Price is a multiple of the Subscription Price of \$137 minus any discounts. Discounts include:

Client has Table Paid in Full
a is discounted by 0% for a total Billing Price of \$274, or \$3189.36 if Paid in Full.

6. Agreement and Signature

I, , hereby affirm that I have thoroughly read and understood this Subscription Agreement and by signing and dating below I accept and agree to all the terms and conditions outlined in this agreement.

 Signature

Select date

Cori Barker

 Signature

Select date