

GENERAL TERMS OF SERVICE

THIS TERMS OF SERVICE AGREEMENT (THE “AGREEMENT”) APPLIES TO ALL VISITORS AND USERS OF THE WEBSITE, GOOD VIBRATIONS WELLNESS, WHICH INCLUDE RELATED SOCIAL NETWORKING PLATFORMS INCLUDING BUT NOT LIMITED TO FACEBOOK, INSTAGRAM, PINTEREST, TWITTER, YOUTUBE AND TIKTOK. ACCORDINGLY, PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING THE WEBSITE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THE AGREEMENT, THEN PLEASE DO NOT USE THE WEBSITE.

THIS SITE MAY CONTAIN OTHER PROPRIETARY NOTICES AND COPYRIGHT INFORMATION, THE TERMS OF WHICH MUST BE OBSERVED AND FOLLOWED. INFORMATION ON THIS SITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. INFORMATION, INCLUDING PRODUCT PRICING AND AVAILABILITY, MAY BE CHANGED OR UPDATED WITHOUT NOTICE. GOOD VIBRATIONS WELLNESS LLC. AND ITS SUBSIDIARIES[1] (COLLECTIVELY, “GOOD VIBRATIONS”) RESERVE THE RIGHT TO REFUSE SERVICE, TERMINATE ACCOUNTS, AND/OR CANCEL ORDERS IN ITS DISCRETION, INCLUDING, WITHOUT LIMITATION, IF GOOD VIBRATIONS BELIEVES THAT CUSTOMER CONDUCT VIOLATES APPLICABLE LAW OR IS HARMFUL TO THE INTERESTS OF GOOD VIBRATIONS AND ITS SUBSIDIARIES.

NO EXPECTATION OF PRIVACY. CUSTOMERS AND POTENTIAL CUSTOMERS MAY BE ASKED FOR, AS APPROPRIATE, NAME, EMAIL ADDRESS, MAILING ADDRESS, PHONE NUMBER. CUSTOMERS AND POTENTIAL CUSTOMERS MAY VISIT THE WEBSITE ANONYMOUSLY, BUT THERE IS NO EXPECTATION OF PRIVACY WITH ANY SUBMITTED INFORMATION WITH THE SOLE EXCEPTION OF PAYMENT INFORMATION. ANY PERSONAL DATA COLLECTED MAY REGARD THIRD PARTIES WHOSE DATA THE CUSTOMERS OR POTENTIAL CUSTOMERS PROVIDES. THE CUSTOMERS AND POTENTIAL CUSTOMERS ASSUME RESPONSIBILITY FOR THE DATA OF THIRD PARTIES PUBLISHED OR SHARED THROUGH THE GOOD VIBRATIONS AND DECLARE THAT HE OR SHE HAS THE RIGHT TO COMMUNICATE OR BROADCAST THEM, THUS RELIEVING THE GOOD VIBRATIONS OF ALL RESPONSIBILITY TOWARDS THIRD PARTIES.

WEBSITE USE. GOOD VIBRATIONS OWNS, EXCLUSIVELY, ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE WEBSITE INCLUDING ALL CONTENT, CODE, DATA, MATERIALS, THE LOOK AND FEEL, DESIGN, AND ORGANIZATION OF THE WEBSITE, AND THE COMPILATION OF THE WEBSITE CONTENT, CODE, DATA, AND MATERIALS (COLLECTIVELY, “CONTENT”), INCLUDING ALL COPYRIGHTS, TRADEMARK RIGHTS, PATENT RIGHTS, DATABASE RIGHTS, MORAL RIGHTS, SUI GENERIS RIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS THEREIN. TO THE EXTENT THAT WE DON'T OWN ANY CONTENT, WE HAVE SECURED A LICENSE FROM THE OWNER OR LICENSOR OF SUCH CONTENT GRANTING US THE RIGHT TO DISPLAY IT ON THE WEBSITE. YOUR USE OF THE WEBSITE DOES NOT GRANT YOU OWNERSHIP OF ANY KIND IN ANY CONTENT. EXCEPT AS PROVIDED IN THESE TERMS OF USE, YOU AGREE NOT TO USE, MODIFY, REPRODUCE, DISTRIBUTE, SELL, LICENSE, OR OTHERWISE EXPLOIT ANY CONTENT WITHOUT GOOD VIBRATIONS PRIOR WRITTEN PERMISSION. NOTHING IN THE WEBSITE SHALL BE INTERPRETED AS GRANTING ANY LICENSE OR USE OF ANY OF GOOD VIBRATIONS TRADEMARKS OR OTHER INTELLECTUAL PROPERTY. YOU MAY NOT USE ANY TRADEMARK OR OTHER INTELLECTUAL PROPERTY TO DISPARAGE GOOD VIBRATIONS OR RELATED THIRD PARTY. USE OF ANY TRADEMARK OR INTELLECTUAL PROPERTY FROM GOOD VIBRATIONS MAY ONLY PROVIDE THROUGH WRITTEN CONSENT.

ELIGIBILITY. BY USING THE WEBSITE YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE. IF YOU ARE UNDER 18 YEARS OF AGE BUT OLDER THAN 13, THEN YOU REPRESENT THAT YOU HAVE THE ASSISTANCE AND CONSENT OF A

PARENT OR LEGAL GUARDIAN. BY USING THIS WEBSITE, YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE WEBSITE COMPLIES WITH ALL APPLICABLE LAW.

COMPLETE DISCRETION TO AMEND AGREEMENT. GOOD VIBRATIONS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CHANGE OR AMEND ANY PORTION OF THIS AGREEMENT WITHOUT NOTICE.

COMPLETE DISCRETION TO TERMINATE ACCESS TO WEBSITE. GOOD VIBRATIONS RESERVES THE RIGHT TO TERMINATE ACCESS TO THE WEBSITE TO ANY USER WITH OR WITHOUT CAUSE.

TRADEMARKS. THE WEBSITE AND ALL HEADERS, CUSTOM GRAPHICS, AND BUTTON ICONS ARE SERVICE MARKS, TRADEMARKS AND/OR TRADE DRESS MAY NOT BE USED IN CONNECTION WITH ANY PRODUCT OR SERVICE THAT IS NOT OFFERED BY GOOD VIBRATIONS.

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Scheduling, coordination and payment intermediary for sub-contractor to provide percussive therapy
 - Percussive Vibration Therapy administered by a sub-contracted independent service provider
 - Services provided will be administered on-site at the "Client Address" for an agreed amount of time
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 7 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8.
The Parties will make all good faith and diligent efforts to ensure that the terms of this Agreement take effect

NON-DISPARAGEMENT

9. Parties will not, during the term or after the termination of agreement with Contractor, make disparaging statements, in any form, about Contractor, its officers, directors, agents, products or services which Party knows, or has reason to believe, are false or misleading.

COMPENSATION

10. The Contractor will charge the Client for the Services at the rate agreed to in "Contract" (the "Compensation").
11. The Contractor will invoice the Client eafter services are rendered.
12. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.
13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will

survive indefinitely upon termination of this Agreement.

- 16.** All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 17.** All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 18.** Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

- 19.** Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 20.** In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

- 21.** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 22.** In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

- 23.** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

- 24.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 25.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 26.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- "CLIENT"
"CLIENT ADDRESS"
- Good Vibrations Wellness LLC.
624 SW 44th Ave, Plantation, FL 33317, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 27.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will

survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

SEVERABILITY

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

- 37.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
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