

Solutions Membership Program – Terms & Conditions

[Enhance Connections Membership Program Agreement]

1. Acceptance.

By registering and signing up for Solutions Membership, you acknowledge and accept Enhance Connections Solutions Membership Terms and Conditions and hereby accept the following agreement ("Agreement") with Enhance Connections ("Solutions") relating to Enhance Connections massage therapy membership program (the "EC Solutions Membership Program").

2. Solutions Membership.

2.1. Benefits:

Your Level of Membership Fee ("Solutions Membership") entitles you to a reserve of hours/minutes which can be drawn upon in exchange for one (1) Solutions Massage Unit consists of 1- sixty (60)-minute session of a 50-minute massage and time for consultation, and dressing ("Massage Unit") from Enhance Connections. These hour units can be used for yourself, friend/family member who resides at your primary address or nominated secondary address, within Enhance Connections service area, for the period of validity of the membership level. Any additional massage units (one (1) sixty (60)-minute table massage) shall be charged at the same Solution Membership Level Rate.

The period of valid membership and number of massages is determined by the membership level ("Basic", "Advantage" and "Advantage Plus"). "Basic" membership is valid for a three (3) month period and represents three (3) massages, "Advantage" membership is valid for a six (6) month period and represents six (6) massages, and "Advantage Plus" membership is valid for a twelve (12) month period and represents twelve (12) massages. Massages may be used at any time during the membership level period. The current rate for the Solutions Program (the "Solutions Current Rate"), subject to the Billing and Termination provisions in Sections 3 and 4 respectively below, at the single address you designate for your Solutions Membership ("Solutions Member Address").

2.2. Notes About Solutions Membership:

You have the entire length of your membership to use your membership services as long as your account is not frozen and in good standing. Any unused services will expire should you elect to cancel or not to renew your membership.

Enhance Connections - Solutions memberships are non-transferable.

A Family Add-On membership is defined as any immediate family member who resides in the same household. Picture ID or another form of identification is required upon enrolment in a Family Add-On offering to ensure the primary and add-on member reside in the same household.

Enhance Connections - Solutions is not responsible for lost or stolen articles or items. *Enhance Connections - Solutions* reserves the right to change rules, policy, and pricing at any time upon providing reasonable notice.

2.2. Policy Regarding Minors:

This policy will not supersede any code of conduct or state regulations regarding the provision of massage services to minors.

A parent/guardian of any child under 18 must provide written permission via the *Enhance Connections - Solutions* Minor Parental Permission Form prior to the minor receiving a massage service. The form must be signed and dated by the parent/guardian in the presence of an *Enhance Connections - Solutions* therapist, and the therapist observing the completion of the form must also sign and date the form.

Children age under 18 must be accompanied by a parent/guardian at all times during services delivery. The parent/guardian must be seated in the room throughout the entire session while the minor is receiving his/her service.

2.3. Joining Solutions Membership:

On joining Solutions Membership you shall receive a membership username and password. Booking your massage subsequent to the Initial Term (The Initial Term expires after the first booked massage under Solutions Membership has been received by you), shall be conducted through Enhance Connections Solutions Membership Portal.

2.4. Membership Profile:

On booking subsequent massages you shall be required to create a member profile on Solutions Member Booking Portal. The password required for creating your profile is the same as your membership password you initially received at sign-up.

Booking massages on Solutions booking portal are required to correspond to your membership level; i.e. if you are a "Basic" member you must select "Basic Solutions" when booking and the same for "Advantage Solutions" and "Advantage Plus Solutions". If your member profile password does not correspond to your membership level at the time of booking, Enhance Connections shall notify you of the error and the requested booking shall remain void until you synchronise your member profile password to your corresponding member level that you signed-up for.

2.5. Rescheduling:

Booking massages on your membership account shall be subject to availability of requested day and time. Should Enhance Connections be unable to meet the request submitted by you at the time of booking, Enhance Connections shall communicate with you (email, phone, text) and offer the next available service delivery time as a rescheduled appointment. If the rescheduled appointment is not convenient or acceptable to you, you can respond to the notification and choose a more appropriate day/time as a rescheduled appointment by the customer.

2.6. Booking After Expiry:

Should your membership expire, bookings shall remain void until you renew or upgrade/downgrade your membership. Enhance Connections shall notify you in the event of this occurring and offer opportunities to renew or upgrade/downgrade your membership.

2.7. Freezing Solutions Membership:

There may be times when you would like to freeze your membership due to extenuating circumstances, such as extended illness, holiday leave or temporary relocation. When a membership is frozen, a member may not use his/her benefits of the membership service for the duration of the freeze period. You may freeze your membership for a minimum of 30 days and a maximum of half of your original membership term. For example, a member with a twelve month membership term may freeze their membership for up to six months. Only six and twelve month memberships can be frozen.

Memberships may be unfrozen at any time at least 30 days after the start of the freeze or will automatically recommence on the pre-determined freeze end date. Remember that you must be a member for a minimum of 31 days before you may freeze your membership. A membership must be unfrozen a minimum of 30 days before it can be frozen again.

Your membership expiration date will be extended by the amount of time that your membership was frozen. Terms & Conditions and rules of the original Membership Agreement continue to apply through the extended membership term. To initiate a freeze, simply complete the Membership Freeze Request Form.

2.8. Special Provisions for Gifts:

If you are purchasing a Solutions Membership or individual massage as a gift for someone else (in which case you are a "Giver" for a "Recipient,"), then: (1) the Giver's credit card and billing information will not be disclosed to Recipient. All gift certificates are subject to the availability of a therapist. Gift cards are not refundable or redeemable for cash. No credit or change will be given for any unused portion of the gift card.

The gift card is fully transferable. Enhance Connections is not responsible for any fraudulent or stolen gift cards. It is the holder's responsibility to ensure the safe keeping of the gift card. Expired vouchers are non-refundable, in part or in whole.

2.9. Unused Massage Unit Credit:

If Enhance Connections has charged you as part of your Solutions Membership, but you decide not to get your Massage during that month, then any unused Massage Unit will roll over into the next month, and will accumulate month-to-month until used. If you wish to purchase additional massage time or massage services while you are a Solutions Member, such additional time or services will be charged at the Solutions Current Rate, first drawing from any Massage Unit credits in your account. If your account has a zero balance or an insufficient balance of massages to cover for the additional time or service, then you will be charged for the additional time or service at the Solutions Membership Current Rate.

2.10. Prices subject to change:

All prices, including surcharges, are subject to change by Enhance Connections in its sole discretion without notice. Prices shown are based on member and/or first-time, introductory guest rates. Charges outside membership are additional to massage therapy session stated. Promotional offers, including complimentary or free massage services, are valid during promotional periods only as determined by Enhance Connections.

2.11. Private health insurance claims:

Once you have received your massage Enhance Connections shall provide a written receipt, which allows claiming through your private health insurer (if applicable).

2.12. Secondary Address:

If you wish to purchase Enhance Connections services to be delivered at any address other than the Solutions Member Address (i.e., at a "Secondary Address"), then services at the Secondary Address are covered by your Solutions Membership.

No transfer; additions. You may not transfer the Solutions Membership to any other person. However, you may add family members, guests, or friends to your Solutions Membership account, provided that all services are performed at the Solutions Member Address. Minors under the age of 18 may be added, but must be accompanied by a parent or guardian at all times while receiving the Massage to comply with Enhance Connections Code of Conduct.

2.13. Cancelling a Massage:

Cancellation of a particular Massage within the membership period will be handled under Enhance Connections applicable Cancellation Policy and is required with 24 hour notice. If cancellation occurs with less than 24 hour notice, a cancellation fee shall be charged. The rate charged shall represent 50% of the time of service delivery of a sixty (60) minute massage (Massage Unit). For example, thirty (30) minutes shall be deducted from the balance of hours of your membership package account.

If your account has a zero balance or an insufficient balance of massages to cover for the cancellation charge, then you will be invoiced for a monetary rate at the Solutions Membership Level Current Rate.

2.14. Referral Program:

You are our best source of referrals. To show our appreciation, when you introduce a new member to Solutions Membership program within the first 30 days of your membership, you'll receive a one hour complimentary massage session. After your first month of membership, you are eligible to receive a complimentary massage upgrade for every referral.

3. Billing.

Your Solutions Membership fee is equal to the Solutions Current Rate for services in the Blue Mountains service area which is outlined on Enhance Connections "About" page. The Fee is charged through Enhance Connections secure payment gateway via our Booking Portal on the date you purchase your Solutions Program.

3.1. Level of Membership Fee Calculation:

The price of valid current membership and the number of massages is determined by the membership level ("Basic", "Advantage" and "Advantage Plus").

3.1.1. Basic Solutions

“Basic” membership represents three (3) sixty (60)-minute table massages at a discounted Enhance Connections regular commercial rate each. An administration Joining Fee of \$10 shall be added to the sum of three (3) X discounted massages. Any additional massage units shall be charged at the “Basic Solutions” membership rate throughout the duration of the three (3) month membership period.

3.1.2. Advantage Solutions

“Advantage” membership represents three (6) sixty (60)-minute table massages at a discounted Enhance Connections regular commercial rate each. An administration Joining Fee of \$20 shall be added to the sum of three (6) X discounted massages. Any additional massage units shall be charged at the “Basic Solutions” membership rate throughout the duration of the three (6) month membership period.

3.1.3. Advantage Plus Solutions

“Advantage Plus” membership represents three (12) sixty (60)-minute table massages at a discounted Enhance Connections regular commercial rate each. An administration Joining Fee of \$30 shall be added to the sum of three (12) X discounted massages. Any additional massage units shall be charged at the “Basic Solutions” membership rate throughout the duration of the three (12) month membership period.

3.2. Additional Messages:

If you seek additional massage services, or a massage at a different location, then Enhance Connections will charge you at rates appropriate for the particular time, service, and location. For example, if you seek more than the number of massages allocated to your membership level within the period of membership level validity, then you will be charged at the Enhance Connections Solutions Membership Level Current Rate; at expiry of membership level period or if you seek a massage at a location other than the Solutions Member Address or Secondary Address, then you will be charged for that massage at the Non-Solutions Current Rate.

THE MEMBERSHIP TERM (“MEMBERSHIP TERM”) OF THIS SOLUTIONS MEMBERSHIP IS THREE (3), SIX (6) OR TWELVE (12) MONTHS ACCORDING TO THE MEMBERSHIP LEVEL (“BASIC”, “ADVANTAGE”, “ADVANTAGE PLUS”) EXCEPT FOR A CHANGE OF PERMANENT RESIDENCE OR PERMANENT DISABILITY AS SPECIFIED IN SECTION 4 BELOW, ENHANCE CONNECTIONS GIVES NO REFUNDS OR CREDITS DURING THE INITIAL MEMBERSHIP TERM AS SPECIFIED IN SECTION 4 BELOW.

4. Term and Termination.

4.1. By you during the Initial Term:

The Initial Term is defined as the specific period that commences from the time you purchase a Solutions Membership Level Package and book your first massage and concludes once you have received this first massage.

You may not cancel or terminate (as used interchangeably, "Terminate") your Solutions Membership, or request a refund, at any time within the Initial Term (The Initial Term expires after the first booked massage under Solutions Membership has been received by you), except under the following conditions (and with written proof by you, satisfactory to Enhance Connections, that either condition is satisfied): (1) you change your permanent residence to a location that Enhance Connections does not service (in which case Enhance Connections requires thirty (30) days' written notice from you, and written acknowledgment of the same from Enhance Connections); (2) you have a permanent disability that contraindicates massage therapy, as established with a letter from your doctor (in which case Enhance Connections requires seven (7) days' written notice from you, and written acknowledgment from Enhance Connections of the same) or (3) pay an early termination fee ("Early Termination Fee") of equivalent value of 50% of your membership level initially paid. You may pay for the Early Termination Fee with any unused credit in your account. If your account has a zero balance or an insufficient balance to pay for the Early Termination Fee, then you will be invoiced for Early Termination Fee.

4.2. By you after the Initial Term.

After the Initial Term, your Solutions Membership will continue until either: (1) you Terminate your Solutions Membership in writing at least forty-eight (48) hours before the 30th day of the next month of your membership period, or (2) Enhance Connections Terminates your Solutions Membership in writing. In order to avoid being charged your Fees, you must communicate your Termination to Enhance Connections via email at least forty-eight (48) hours before the 30th day of the next month of your membership period to members@enhanceconnections.com.au (re: "Termination").

4.3. By Enhance Connections.

Enhance Connections shall refund remaining value of massages credited to your membership level if you meet the conditions set out above.

Enhance Connections reserves the right to Terminate or deny re-enrolment of a Solutions Member at its sole discretion. In addition, Enhance Connections may Terminate or deny re-enrolment if, in Enhance Connections sole discretion, Enhance Connections determines that the Solutions Member has engaged in inappropriate behaviour with Enhance Connections massage therapists or otherwise presents behavioural concerns. Enhance Connections may also block the Solutions Member from accessing Enhance Connections services, including Enhance Connections website.

4.4. After Termination.

After Termination: (1) any unused massage unit credits will remain in your account, and you can use them at the then-applicable Non-Solutions Current Rate in Blue Mountains Service Area in which Enhance Connections delivers services.

5. Representations.

You represent that you are physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent your participation in any activities and programs of Enhance Connections (including the Solutions Program).

6. Privacy policy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our privacy policy. For full details of our Privacy Policy, please refer to our website.

7. Assumption of Risk.

You knowingly, intelligently, and voluntarily accept all risks associated with massage therapy, the Solutions Program, and any services offered or rendered by Enhance Connections.

8. Miscellaneous.

(a) This Agreement is governed by Australian Competition and Consumer Commission (ACCC) and all disputes shall comply with ACCC guidelines. (b) This Agreement supersedes any previous agreement, oral or written, and can be modified only in writing signed by the parties hereto. (c) Notices to you may be issued by Enhance Connections via e-mail or by surface mail to your address on file with Enhance Connections, at Enhance Connections sole discretion. Notices to Enhance Connections by you shall be by email to members@enhanceconnections.com.au, or by recognised overnight express service, certified or registered mail, or personal delivery (in which case such notice shall be deemed given on the date of personal delivery, one business day after being deposited with the overnight express service, or five days after being deposited in the certified or registered mail). (d) You may not assign, transfer or delegate this Agreement or any part of it without Enhance Connections prior written consent. Enhance Connections may freely transfer, assign or delegate all or any part of this Agreement, and any rights and duties thereunder, upon the giving of notice. (e) The parties represent and agree that they fully understand and that they have carefully read all of the provisions of this Agreement, that they fully understand those provisions and they are voluntarily entering into this Agreement.