

Evexia Wellness Spa / Terms of Use (Effective Date- 1-29-25)

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") governs the use of any Evexia Wellness Spa (The "Company") websites. Websites include (the "Site") www.evexia-wellnessspa.com and any promotional sites created for the purpose of specific promotions. In addition to the company owned websites, this terms and conditions apply to all social media platforms and public listing websites, like Google or Yelp.

Your personal information will be used in accordance with our Privacy Policy located on the Evexia Wellness Spa website. www.evexia-wellnessspa.com

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

User Conduct

By using the Site, You agree that you will comply with all Terms and conditions set within this document.

You agree that you will not engage in obscene, fraudulent, abusive, harassing or threatening speech or acts within the site or platform. Participate in any illegal activity. Infringe on any copyright, patent, trademark, trade secret laws. Violate any local or federal laws. Gaining unauthorized access to any of our websites or platforms, including hacking, impersonation, mining or other illegitimate acts.

We reserve the right to change, suspend, remove, or disable access to the Site at any time without notice, in our sole discretion. In no event will we be liable for the removal or disabling of access to the Site, whether temporary or permanent and without notice or liability.

Intellectual Property

All content published and made available on our Site is the property of the Company and the Site's creators. This includes, but is not limited to images, text, video, logos, documents, downloadable files and anything that contributes to the composition of our Site. Use of the Site does not grant you any use or ownership rights to the Site or to any of the Content. You may not copy, reproduce, reuse, post or distribute in any way any part of the Site or published content.

Information You Provide

You agree that all information, materials or content you provide will be true, accurate, current, and complete and that you have the legal right to provide and distribute the content. The Company may collect and use technical data and related information, including but not limited to, information about the devices, system, application software and device types you use to access the Site, including your activities on the site. Please review our Privacy Policy located on the Evexia Wellness Spa website (www.evexia-wellnessspa.com) for detailed information about information collected and the use of.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites. The Site and its Content, except for those aspects which may be in the public domain, are protected from unauthorized copying and dissemination by United States and international laws and conventions, including those relating to copyright, trademark,

trade dress, unfair competition, and intellectual property. You further agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any Content, products, services, features or materials available through a third-party website, provider or resource. You are not authorized to link to our site and upon request, you will remove and/or disable such link(s).

No Warranties

We can not warrant or guarantee that your use of the site will be without errors or defects or that the site or servers are free from viruses or other harmful components. You assume all risk associated with the use of the site.

The site and content within the site are for general information and does not represent a commitment or warranty of any kind. All information contained on the site and or social platforms are not intended for medical advice or treatment. All services are non-medical.

Indemnification / Governing Law and Jurisdiction

The company and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site. Indemnity Except where prohibited by law, by using this Site you indemnify and hold harmless, the Company and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions. Applicable Law These Terms and Conditions are governed by the laws of the State of Michigan. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, and any claim is subject to the Limitation of Liability set forth above. Dispute Resolution Subject to any exceptions specified in these Terms and Conditions, if you and the Company are unable to resolve any dispute through informal discussion, then you and the Company agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and the Company. Notwithstanding any other provision in these Terms and Conditions, you and the Company agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid. Changes These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We may update these Terms from time to time. Please check the Terms each time you access or use any of the Site. If we make material changes to the Terms, we will post the revised Terms on the Site noting the new effective date. Your continued access to or use of the Site after the effective date constitutes your acceptance of the new Terms.

Contact Details Please contact us if you have any questions or concerns. Contact email- franchisesupport@evexia-wellnessspa.com.