

Terms of Service

Last Updated: 04.08.2026

These Terms of Service ("Terms") govern your access to and use of the MassHere website, services, content, listings, directories, subscriptions, advertisements, communication tools, and related features (collectively, the "Service" or "Platform").

By accessing or using MassHere, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

MassHere is an online directory and advertising platform that allows massage professionals and wellness service providers ("Providers") to create listings and allows visitors and customers ("Clients") to search for and contact Providers.

MassHere does not provide massage, wellness, or healthcare services and is not responsible for the actions, omissions, services, qualifications, licensing, insurance status, or conduct of any Provider.

1. Acceptance of Terms

By using the Service in any manner, including browsing, submitting information, purchasing advertising, purchasing subscriptions, creating an account, or communicating through the Platform, you agree to comply with these Terms and all applicable federal, state, and local laws and regulations in the United States.

If you do not agree to these Terms, you must stop using the Service immediately.

2. Changes to These Terms

MassHere reserves the right to modify or update these Terms at any time in its sole discretion. Changes become effective immediately upon posting on the Platform unless otherwise stated.

Your continued use of the Service after any changes constitutes your acceptance of the revised Terms.

3. Eligibility

You must be at least 18 years old to use MassHere.

By using the Service, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding agreement.

MassHere may restrict, suspend, or terminate access to the Service for any user at any time, with or without notice, for any reason.

4. Nature of the Platform; No Professional Relationship

MassHere is a directory and advertising platform only.

MassHere does not provide massage therapy services, medical services, healthcare services, or professional advice of any kind. MassHere does not employ, supervise, endorse, verify, certify, or conduct background checks on Providers.

Providers listed on MassHere are solely responsible for the information they publish, including licensing, qualifications, certifications, insurance, availability, pricing, and compliance with all applicable laws.

Any agreement, booking, payment, or transaction for services is solely between the Client and the Provider. MassHere is not a party to any agreement between a Client and a Provider.

5. Provider Responsibilities and Compliance

Providers agree that they are solely responsible for ensuring that:

- they hold all licenses, permits, registrations, certifications, and insurance required by applicable law;
- their services are lawful in the jurisdiction where offered;
- their advertisements and statements are truthful and not misleading;
- their business practices comply with all applicable consumer protection laws.

MassHere does not verify Provider credentials and does not guarantee that any Provider is licensed, insured, qualified, or legally permitted to provide services.

6. User Accounts

Certain features may require creating an account. You agree to provide accurate, current, and complete information and to keep your account information updated.

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

You agree to notify MassHere immediately if you suspect unauthorized use of your account.

MassHere may suspend or terminate accounts that violate these Terms or applicable law.

7. User Content

“User Content” includes all information, text, images, videos, profiles, advertisements, messages, reviews, ratings, comments, business information, and other materials submitted to MassHere by users.

7.1 Responsibility for User Content

You are solely responsible for your User Content. You represent and warrant that:

- your content is accurate to the best of your knowledge;
- you have the legal right to post it;
- it does not violate any laws or third-party rights;
- it does not contain unlawful solicitations or prohibited services.

7.2 Ownership

You retain ownership rights in your User Content. However, you grant MassHere the license described below.

7.3 License to MassHere

By posting, uploading, submitting, or otherwise making available any User Content through the Service, you grant MassHere a worldwide, non-exclusive, royalty-free, fully paid, transferable, and sublicensable license to use, host, store, reproduce, modify, adapt, publish, translate, distribute, publicly perform, publicly display, and create derivative works of such User Content, in whole or in part, for the purpose of operating, improving, securing, promoting, advertising, and providing the Service.

This license is granted subject to MassHere’s Privacy Policy and all applicable federal and state laws, including, where applicable, the California Consumer Privacy Act as amended by the California Privacy Rights Act (“CCPA/CPRA”) and similar state privacy laws.

Nothing in these Terms shall be interpreted to permit MassHere to sell or share personal information in violation of applicable privacy laws or a valid opt-out request submitted by a user.

7.4 Removal of Content

MassHere reserves the right (but has no obligation) to monitor, remove, edit, restrict, or disable access to any User Content at any time for any reason, including violations of these Terms, suspected fraud, or legal compliance.

8. Reviews and Testimonials Disclaimer

The Platform may allow Clients or users to post reviews, ratings, testimonials, or feedback regarding Providers.

MassHere does not verify reviews for accuracy and does not guarantee that reviews reflect actual experiences. Reviews reflect the personal opinions of users and are not endorsements by MassHere.

MassHere reserves the right to remove or restrict reviews for any reason, including suspected manipulation, fraud, harassment, defamation, or violations of these Terms.

9. Prohibited Conduct

You agree not to use MassHere to:

- post unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, or misleading content;
- post content that promotes violence, discrimination, or hate;
- post sexually explicit content or illegal services;
- solicit prostitution, escort services, or any form of sexual services;
- advertise services involving human trafficking or exploitation;
- impersonate another person or misrepresent your identity;
- violate any privacy rights, publicity rights, or intellectual property rights;
- send spam, unsolicited advertising, or fraudulent messages;
- upload viruses, malware, or harmful code;
- scrape, copy, harvest, or extract data using automated means without written authorization;
- interfere with the operation or security of the Platform.

MassHere may investigate suspected violations, suspend accounts, remove content, and cooperate with law enforcement where required.

10. Zero Tolerance Policy for Sexual Services and Illegal Activity

MassHere maintains a strict zero tolerance policy for prostitution, escort services, solicitation, illegal sexual services, pornography-based advertising, or any illegal activity.

Any user suspected of using the Platform for such purposes may be permanently banned without notice.

MassHere reserves the right to report suspected unlawful activity to law enforcement and to preserve information for compliance purposes as required by law.

11. Third-Party Websites and Services

The Platform may contain links to third-party websites, advertisements, services, or content. MassHere does not control and is not responsible for third-party sites, services, or content.

Your interactions, communications, bookings, and transactions with third parties are solely between you and the third party.

12. Paid Services, Advertising, and Listings

MassHere may offer paid services including premium listings, advertising placement, subscriptions, lead-based services, or promotional features ("Paid Services").

Fees and billing terms will be disclosed at the time of purchase. MassHere reserves the right to change pricing, features, or service availability at any time.

Unless otherwise required by law or stated at the time of purchase, all fees are non-refundable.

MassHere may modify, suspend, discontinue, or terminate Paid Services at any time.

13. Subscriptions; Automatic Renewal; Cancellation (California ARL Compliance)

Certain Paid Services may be offered on a subscription basis ("Subscription") that automatically renews unless canceled.

By purchasing a Subscription, you authorize MassHere (and its Payment Processor) to charge your selected payment method on a recurring basis at the subscription rate disclosed at the time of purchase, plus applicable taxes, until you cancel.

13.1 Billing Cycle and Renewal

Subscriptions renew automatically at the end of each billing period (monthly, annual, or as otherwise disclosed at checkout) unless canceled prior to the renewal date.

13.2 Authorization to Charge

You expressly authorize MassHere to charge the payment method on file for recurring subscription fees, including any applicable taxes, and you acknowledge that the amount charged may vary due to changes in taxes, pricing, or plan modifications disclosed in advance.

13.3 Price Changes

MassHere may change subscription fees or plan terms at any time. Any changes will take effect at the start of the next billing cycle after notice is provided, unless otherwise required by law.

13.4 Cancellation

You may cancel your Subscription at any time through your account settings or by contacting support at support@masshere.com.

Cancellation prevents future charges but does not retroactively refund amounts already paid, except where required by applicable law.

13.5 No Partial Refunds

Unless otherwise required by law, Subscription fees are non-refundable and MassHere does not provide partial refunds or credits for unused time, unused advertising exposure, or partial billing periods.

13.6 Free Trials and Promotional Pricing

If MassHere offers free trials, discounted introductory pricing, or promotional subscription rates, the Subscription will automatically convert to a paid subscription at the rate disclosed at checkout unless canceled before the trial or promotional period ends.

13.7 California Automatic Renewal Law Notice

For users located in California, MassHere provides clear and conspicuous disclosure of subscription terms prior to purchase and provides confirmation of the subscription purchase via email or other electronic means, in compliance with California's Automatic Renewal Law (Bus. & Prof. Code §§ 17600–17606).

14. Refunds, Cancellations, and Chargebacks

Except where prohibited by law, all payments are final and non-refundable.

If you initiate a chargeback, dispute, or reversal through your payment provider, MassHere may suspend or terminate your account and listings.

MassHere reserves the right to provide evidence to payment processors or banks regarding transactions and service delivery.

MassHere may, at its sole discretion, issue partial refunds or credits, but is under no obligation to do so.

15. Payments; Third-Party Payment Processors; PCI DSS

If you purchase any Paid Services through MassHere, payment processing is handled by a third-party payment processor (such as Stripe or another PCI-DSS compliant provider) ("Payment Processor"). MassHere does not process payments directly and does not act as a bank, money transmitter, or financial institution.

By making a purchase, you authorize MassHere and the Payment Processor to charge the payment method you provide for the applicable fees, taxes, and other charges described at the time of purchase.

MassHere does not store full payment card numbers, CVV codes, or complete magnetic stripe data on its servers. Payment information is transmitted directly to the Payment Processor using secure encryption and handled in accordance with applicable security standards, including PCI DSS requirements.

Your use of any Payment Processor is subject to that provider's terms, conditions, and privacy policy, and MassHere is not responsible for the acts or omissions of any Payment Processor.

MassHere reserves the right to change or replace its Payment Processor at any time.

16. Electronic Communications; E-SIGN Consent

By using the Service, you consent to receive communications from MassHere electronically, including via email, Platform notifications, SMS/text messages (if provided), and other digital means.

You agree that all agreements, notices, disclosures, and other communications that MassHere provides to you electronically satisfy any legal requirement that such communications be in writing.

You acknowledge that your use of the Platform constitutes an electronic signature under the U.S. Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

You may opt out of marketing emails by using the unsubscribe link, but you may still receive transactional or administrative messages.

17. Health and Medical Disclaimer

MassHere does not provide medical advice, diagnosis, treatment, or healthcare services.

Any information provided on the Platform, including Provider profiles, descriptions, blog content, or communications, is for general informational purposes only and does not constitute professional medical advice.

You should consult a licensed physician or healthcare provider before beginning any wellness or massage treatment, especially if you have medical conditions, injuries, or pregnancy-related concerns.

MassHere makes no guarantees regarding health outcomes, results, safety, or effectiveness of any Provider services.

18. Intellectual Property

All content on the Platform, including text, logos, graphics, layout, design, software, databases, and code, except User Content, is owned by MassHere or its licensors and is protected by U.S. intellectual property laws.

You may not copy, reproduce, distribute, modify, reverse engineer, scrape, or create derivative works from MassHere content without prior written consent.

19. DMCA Copyright Notice; Repeat Infringer Policy

If you believe that your copyrighted work has been posted on MassHere without authorization, you may submit a DMCA notice including all information required by 17 U.S.C. §512.

Notices should be sent to:

Email: support@masshere.com

Subject Line: DMCA Notice

MassHere reserves the right to terminate accounts of repeat infringers in appropriate circumstances.

20. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." MASSHERE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, AND AVAILABILITY.

MassHere does not warrant that the Service will be uninterrupted, secure, error-free, or free of harmful components.

MassHere does not guarantee the accuracy of Provider listings, the legality of services offered, or the outcome of any interaction between Clients and Providers.

21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MASSHERE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE.

IN NO EVENT SHALL MASSHERE'S TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID TO MASSHERE IN THE LAST TWELVE (12) MONTHS, OR \$100, WHICHEVER IS GREATER.

Some states do not allow certain limitations of liability, so these limitations may not apply to you in full.

22. Indemnification

You agree to defend, indemnify, and hold harmless MassHere, its owners, affiliates, employees, contractors, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- your use of the Service;
- your User Content;
- your violation of these Terms;
- your violation of any law or third-party rights;
- your interactions or disputes with other users;
- any services you provide or receive through the Platform.

23. Disputes Between Users

MassHere is not responsible for disputes between Clients and Providers or between any users of the Platform.

MassHere does not guarantee service quality, safety, legality, or completion of any service.

You acknowledge and agree that any dispute regarding payment, service quality, cancellations, injuries, dissatisfaction, misconduct, or fraud is solely between the Client and Provider.

24. Termination

MassHere may suspend or terminate your access to the Service at any time, with or without notice, for any reason, including suspected violations of these Terms.

Upon termination, your right to use the Service will immediately cease.

Sections that by their nature should survive termination shall survive, including intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, arbitration, and governing law.

25. Force Majeure

MassHere shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labor disputes, government actions, failures of internet providers, hosting providers, payment processors, or telecommunications services.

26. Privacy Policy

Your use of the Platform is also governed by our Privacy Policy. By using MassHere, you acknowledge and agree that MassHere may collect and use information in accordance with the Privacy Policy.

27. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

27.1 Informal Dispute Resolution (30-Day Notice Requirement)

Before initiating any legal action, lawsuit, or arbitration against MassHere, you agree to first provide MassHere with written notice of the dispute ("Notice of Dispute") and allow MassHere thirty (30) days to attempt to resolve the dispute informally.

The Notice of Dispute must include:

1. your full name and contact information;

2. your MassHere account email (if applicable);
3. a detailed description of the dispute;
4. the specific relief you are requesting; and
5. any relevant supporting documentation.

Notices must be sent to:

Email: support@masshere.com

Subject Line: Notice of Dispute

If the dispute is not resolved within thirty (30) days after MassHere receives the Notice of Dispute, either party may initiate arbitration as described below.

You agree that compliance with this informal dispute resolution process is a condition precedent to initiating arbitration or any other legal proceeding, except where prohibited by applicable law.

27.2 Binding Arbitration Agreement

You and MassHere agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Service, the Platform, your use of MassHere, or any transaction or relationship between you and MassHere (collectively, "Disputes") shall be resolved by final and binding arbitration, rather than in court, except as expressly stated below.

This arbitration agreement applies to all claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and includes claims arising before you agreed to these Terms.

27.3 Exceptions

Notwithstanding the foregoing, either party may bring an individual claim in small claims court if the claim qualifies and remains in that court.

In addition, either party may seek injunctive or equitable relief in a court of competent jurisdiction for claims involving unauthorized use or infringement of intellectual property rights.

27.4 Arbitration Rules and Administration

The arbitration shall be administered by the American Arbitration Association ("AAA") under its applicable rules, including the AAA Consumer Arbitration Rules, as modified by these Terms.

Unless otherwise agreed by the parties, arbitration will be conducted in Los Angeles County, California, or another mutually agreed location.

If arbitration is conducted remotely, it may take place by video conference, telephone, or written submissions.

The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this agreement is void or voidable.

The arbitrator may award relief only on an individual basis and only to the extent necessary to resolve the individual claim.

27.5 Arbitration Fees and Costs

Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules and applicable law.

MassHere will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines that your claim is frivolous or brought for an improper purpose, or unless otherwise authorized by law.

27.6 Waiver of Jury Trial

YOU AND MASSHERE EACH ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.

27.7 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND MASSHERE AGREE THAT ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

The arbitrator shall not have authority to consolidate claims or to hear any class, collective, representative, or private attorney general proceeding.

If a court determines that this Class Action Waiver is unenforceable as to a particular claim, then that claim (and only that claim) shall be severed and may be brought in court, while all other claims shall remain subject to arbitration.

27.8 Opt-Out Right

You may opt out of this arbitration agreement by sending written notice to MassHere within thirty (30) days of first accepting these Terms.

To opt out, you must send an email to:

Email: support@masshere.com

Subject Line: Arbitration Opt-Out

Your request must include your full name and the email address associated with your MassHere account.

If you opt out, you will not be bound by the arbitration agreement, but all other provisions of these Terms will remain in full force and effect.

27.9 Severability

If any portion of this arbitration agreement is found unenforceable, the remaining portions shall remain in full force and effect, except that if the Class Action Waiver is found unenforceable, then the entire arbitration agreement shall be null and void to the extent required by law.

27.10 Time Limit to Bring Claims

To the maximum extent permitted by law, any claim arising out of or related to these Terms or the Service must be brought within one (1) year after the claim arose. Otherwise, such claim is permanently barred.

28. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

To the extent any Dispute is not subject to arbitration under Section 27 (including eligible small claims matters or intellectual property claims), such legal action shall be brought exclusively in the state or

federal courts located in Los Angeles County, California, and you consent to the personal jurisdiction of such courts.

29. No Waiver; Severability

If MassHere fails to enforce any provision of these Terms, it shall not be considered a waiver of that provision.

If any provision of these Terms is held unlawful or unenforceable, the remaining provisions will remain in full force and effect.

30. Entire Agreement

These Terms, together with the Privacy Policy and any additional policies posted on the Platform, constitute the entire agreement between you and MassHere regarding your use of the Service.

31. Contact Information

If you have any questions about these Terms, contact:

MassHere Support

Email: support@masshere.com