

Amanda Lopez-Kurtz Massage Therapy
TERMS OF SERVICE

Last Updated: March 6, 2026

1. Introduction and Acceptance of Terms

Welcome to the website of Amanda Lopez-Kurtz Massage Therapy (“we,” “us,” “our,” or “Amanda Lopez-Kurtz”). These Terms of Service (“Terms”) govern your use of our website located at <https://www.amandalopezkurtz.com> (the “Website”) and any massage therapy services, scheduling functionality, or other services offered through the Website (collectively, the “Services”).

By accessing or using this Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not access or use the Website or our Services. Your continued use of the Website following the posting of any changes to these Terms constitutes your acceptance of those changes. You must be at least eighteen (18) years of age to use this Website or schedule Services. By using this Website, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding agreement.

2. Description of Services

Amanda Lopez-Kurtz provides professional massage therapy services in the State of Ohio. This Website provides information about our massage therapy services, allows you to schedule appointments, and provides health and wellness-related content. All massage therapy services are provided by Amanda Lopez-Kurtz, a licensed massage therapist in compliance with Ohio law.

Our Services are provided for therapeutic, relaxation, and wellness purposes only. Our Services are not a substitute for medical care, diagnosis, or treatment. We do not provide medical advice, and nothing on this Website should be construed as medical advice or a recommendation for any specific treatment or course of action.

3. Client Responsibilities and Conduct

Health Disclosure

You agree to provide complete and accurate information regarding your health history, current medical conditions, medications, allergies, and any other information relevant to the safe provision of massage therapy services. You are responsible for informing Amanda Lopez-Kurtz of any changes to your health status prior to each appointment. Failure to disclose accurate health information may result in injury and will release Amanda Lopez-Kurtz from liability for any adverse effects resulting from such failure.

Appropriate Conduct

You agree to conduct yourself in a professional and respectful manner at all times during your interactions with Amanda Lopez-Kurtz, both in person and through electronic communications. You understand that massage therapy is a professional service and agree to:

Arrive on time for scheduled appointments

Maintain appropriate personal hygiene

Communicate clearly about your comfort level during sessions

Refrain from any inappropriate, harassing, threatening, or sexual behavior or comments

Respect the professional boundaries of the therapeutic relationship

Follow all posted policies and verbal instructions provided by Amanda Lopez-Kurtz

Any violation of these conduct standards may result in immediate termination of the session and/or refusal of future services, without refund.

Contraindications and Consent

You acknowledge that certain medical conditions may be contraindicated for massage therapy. You agree to consult with your physician before receiving massage therapy services if you have any health concerns or conditions that may affect your ability to safely receive massage. By scheduling an appointment, you consent to receive massage therapy services and confirm that you have disclosed all relevant health information.

4. Appointment Scheduling, Cancellation, and Payment Terms

Scheduling

Appointments may be scheduled through the Website, by phone, or by email. All appointments are subject to availability. A confirmed appointment constitutes a commitment of time reserved exclusively for you.

Cancellation Policy

We understand that circumstances may arise requiring you to cancel or reschedule an appointment. We request that you provide at least twenty-four (24) hours' notice for any cancellation or rescheduling. Cancellations made with less than 24 hours' notice may be subject to a cancellation fee equal to fifty percent (50%) of the scheduled service price. Failure to appear for a scheduled appointment without notice ("no-show") may result in a charge equal to the full price of the scheduled service.

Payment Terms

Payment is due in full at the time services are rendered unless other arrangements have been made in advance. We accept the payment methods specified on the Website or at the time of booking. All prices are listed in U.S. dollars and are subject to change without notice; however, any price in effect at the time of booking will be honored for that appointment.

Refunds

Due to the nature of massage therapy services, refunds are generally not available for completed services. If you are dissatisfied with any aspect of your service, please communicate your concerns during the session so that adjustments can be made. In the event of an extenuating circumstance, refund requests may be considered on a case-by-case basis at the sole discretion of Amanda Lopez-Kurtz.

Gift Certificates

Gift certificates, if offered, are non-refundable and must be redeemed within the timeframe specified at the time of purchase. Gift certificates may not be redeemed for cash.

5. Health Disclaimer and Limitation of Medical Services

Not Medical Care

Massage therapy services provided by Amanda Lopez-Kurtz are not a substitute for professional medical care. Massage therapy is intended to complement, not replace, any treatment or advice provided by your physician or other healthcare provider. You should consult with a qualified healthcare professional regarding any medical condition before receiving massage therapy services.

No Medical Advice

Nothing on this Website or communicated by Amanda Lopez-Kurtz should be construed as medical advice, diagnosis, or treatment. Any health-related information provided is for general informational purposes only. You should not rely on any information provided on this Website or by Amanda Lopez-Kurtz to make medical decisions.

Consult Your Physician

If you have a medical condition, are pregnant, have recently had surgery, or have any health concerns, you should consult your physician before receiving massage therapy services. Amanda Lopez-Kurtz reserves the right to decline to provide services to any individual who does not have appropriate medical clearance or whose health condition may make massage therapy inadvisable.

6. Assumption of Risk and Liability Limitations

Assumption of Risk

You understand and acknowledge that massage therapy, like any therapeutic service, carries inherent risks, including but not limited to muscle soreness, temporary discomfort, bruising, or aggravation of pre-existing conditions. By scheduling an appointment and receiving services, you voluntarily assume all risks associated with massage therapy.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY OHIO LAW, AMANDA LOPEZ-KURTZ, INCLUDING HER EMPLOYEES, AGENTS, AND REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL THE TOTAL LIABILITY OF AMANDA LOPEZ-KURTZ ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE OR SERVICES EXCEED THE AMOUNT PAID BY YOU TO AMANDA LOPEZ-KURTZ FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTHS PRECEDING THE DATE OF THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Release and Waiver

By using the Services, you release and hold harmless Amanda Lopez-Kurtz from any and all claims, damages, losses, or expenses arising out of or related to massage therapy services, except to the extent caused by gross negligence or willful misconduct.

7. Disclaimer of Warranties

YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

AMANDA LOPEZ-KURTZ DOES NOT WARRANT THAT (A) THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

8. Intellectual Property Rights

Ownership

The Website and its entire contents, features, and functionality, including but not limited to all text, graphics, logos, images, photographs, videos, audio clips, and the design, selection, and arrangement thereof, are owned by Amanda Lopez-Kurtz, her licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Limited License

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal, non-commercial use only. You may view, copy, or print materials from the Website solely for your personal, non-commercial use. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website for commercial purposes without the prior written consent of Amanda Lopez-Kurtz.

Restrictions

You may not: (a) modify copies of any materials from the Website; (b) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; (c) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website; or (d) use the Amanda Lopez-Kurtz name, logo, or branding without express written permission.

Trademarks

The name “Amanda Lopez-Kurtz,” along with any logos, taglines, or other identifying marks used on the Website, are trademarks or trade dress of Amanda Lopez-Kurtz. You may not use such marks without the prior written permission of Amanda Lopez-Kurtz.

9. User Content

If the Website allows you to post, submit, or transmit content such as reviews, testimonials, comments, or messages (“User Content”), you represent and warrant that you own or control all rights to such content and that it does not violate any third party’s rights or any applicable law. By submitting User Content, you grant Amanda Lopez-Kurtz a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, display, and distribute such content for any purpose.

You agree not to submit any User Content that is unlawful, defamatory, obscene, threatening, harassing, invasive of privacy, or otherwise objectionable. Amanda Lopez-Kurtz reserves the right to remove any User Content at any time and for any reason without notice.

10. Third-Party Links

The Website may contain links to third-party websites or services that are not owned or controlled by Amanda Lopez-Kurtz. We have no control over and assume no responsibility for the content, privacy

policies, or practices of any third-party websites or services. You acknowledge and agree that Amanda Lopez-Kurtz shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content, goods, or services.

11. Privacy

Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and disclose your personal information. By using the Website, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

12. Indemnification

You agree to indemnify, defend, and hold harmless Amanda Lopez-Kurtz and her employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Website or Services; (b) your violation of these Terms; (c) your violation of any applicable law or the rights of any third party; (d) any User Content you submit; or (e) your conduct in connection with the Services, including any harm caused to another client or person.

13. Modifications to Terms

We reserve the right to modify or update these Terms at any time in our sole discretion. Any changes will be effective when we post the revised Terms on the Website with an updated "Last Updated" date. Your continued use of the Website after any such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically to stay informed of any updates.

14. Termination

We may terminate or suspend your access to the Website and Services at any time, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms. Upon termination, your right to use the Website will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

15. Governing Law and Dispute Resolution

Governing Law

These Terms and any dispute or claim arising out of or related to these Terms, the Website, or the Services shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms, the Website, or the Services shall first be attempted to be resolved through good-faith negotiation between the parties. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may pursue resolution through the courts of the State of Ohio.

Venue and Jurisdiction

You agree that any legal action or proceeding arising out of or related to these Terms, the Website, or the Services shall be brought exclusively in the state or federal courts located in Hamilton County, Ohio. You hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to venue in such courts.

Limitation on Time to File Claims

You agree that any cause of action arising out of or related to these Terms, the Website, or the Services must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

16. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if modification is not possible, such provision shall be severed from these Terms. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision of these Terms, which shall remain in full force and effect.

17. Waiver

The failure of Amanda Lopez-Kurtz to enforce any right or provision of these Terms shall not constitute a

waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Amanda Lopez-Kurtz.

18. Entire Agreement

These Terms, together with the Privacy Policy and any other legal notices or policies posted on the Website, constitute the entire agreement between you and Amanda Lopez-Kurtz regarding your use of the Website and Services and supersede all prior and contemporaneous agreements, representations, warranties, and understandings, whether written or oral, regarding the same subject matter.

19. Assignment

You may not assign or transfer these Terms or any of your rights or obligations hereunder without the prior written consent of Amanda Lopez-Kurtz. Amanda Lopez-Kurtz may assign these Terms without restriction. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

20. Contact Information

If you have any questions about these Terms, please contact us at:

Amanda Lopez-Kurtz Massage Therapy

Website: <https://www.amandalopezkurtz.com>

Email: info@amandalopezkurtz.com