

## Elysian Blue – Client Terms & Conditions

*Last updated: 26 April 2026*

These Client Terms and Conditions (Client Terms) apply to all individuals using the Elysian Blue Platform to connect with independent Providers (you, Client).

The Platform is operated by **Elysian Blue Pty Ltd (ABN 51 689 924 909)** (we, us, our).

By registering as a Client, you agree to these Client Terms and to the Platform Terms of Use.

### 1. Eligibility & Registration

To use the Platform, you must:

- Be **18 years or older**.
- Provide **accurate personal information**, including for age verification.
- Keep your account secure and private.
- Not create false profiles or impersonate another person.

### 2. Using the Platform & Booking Sessions

- Elysian Blue supports **out-call and virtual sessions only**.
- All communication, quoting, and session planning must happen **through the Platform's messaging system**.
- Providers may offer you a **quote** after discussing your needs in the chat.
- A session is considered confirmed when both you and the Provider agree to the quote **within the Platform**.
- At the beginning of the session, both you and the Provider must confirm attendance via the Platform (e.g., QR code, booking PIN, or another approved method).
- You must ensure the service location is safe, lawful, and appropriate.

### 3. Payments

- Payments are processed securely using **Stripe Connect**.
- You will see the full amount (including service fees and Stripe charges) before confirming payment.
- Payments may be held securely until the session begins.
- Once both parties confirm the start of the session via the Platform, payment will be released to the Provider (minus applicable fees).
- If the service is not confirmed by both parties, funds will not be released.

- Off-platform payments are **not allowed** and remove your protections, including dispute support and payment security.

#### **4. Cancellations & Refunds**

- If you cancel within the permitted cancellation window, you may be eligible for a refund (minus any non-refundable fees).
- If you cancel late or do not attend, you may not receive a refund.
- If a Provider does not attend, you will receive a full refund and may choose another Provider.
- Refunds are returned to your original payment method and typically take **3–10 business days**, depending on your bank.
- **If there is a disagreement about a refund, the matter will be reviewed through our dispute process and moderated by the Elysian Blue admin team.**

#### **5. Conduct, Boundaries & Safety**

You agree to:

- Treat Providers with respect at all times.
  - Not harass, threaten, or behave abusively toward any Provider or user.
  - Respect all personal and professional boundaries set by Providers.
  - Not request or encourage off-platform bookings or payments.
  - Only request lawful and safe services.
- You are solely responsible for ensuring that your use of the Platform complies with all applicable laws in your state or territory. Laws relating to certain services vary across Australia. Elysian Blue does not provide legal advice and does not verify the legality of services requested or provided. By using the Platform, you agree not to request or engage in any services that are unlawful in your location.
- If a Provider feels unsafe or the environment is not as agreed (including undisclosed additional people), the Provider may leave immediately and no refund will be issued.
  - We may immediately suspend or remove your account if you behave in a way that is unsafe, abusive, discriminatory, or in breach of these terms.

#### **6. Privacy & Confidentiality**

- You must respect the confidentiality of Providers and not share their personal details outside the Platform.
- We manage your information in accordance with our Privacy Policy.

## 7. Independent Provider Disclaimer

- Providers on Elysian Blue are **independent contractors**, not employees, partners, or agents of Elysian Blue.
- We do not supervise, direct, or control Providers.
- To the maximum extent permitted by law, we are not liable for the actions, conduct, or services of Providers or for any loss resulting from your interactions with them.
- You agree to indemnify us against claims or losses arising from your use of the Platform.

## 8. Termination

We may suspend or terminate your account if you:

- Breach these Client Terms, Platform Terms, or any applicable law.
- Engage in harassing, unsafe, or abusive behaviour.
- Attempt to bypass the Platform (including off-platform payments or creating false accounts).

You may also request account closure at any time.

## 9. Disputes

- Most issues can be resolved directly with the Provider through respectful communication.
- If needed, you may contact us through the Platform for assistance.
- We may help with mediation, but we are **not a party** to the service agreement between you and the Provider.

## 10. Governing Law

These Terms are governed by the laws of **Queensland, Australia**.