

Elysian Blue – Platform Terms of Use

Last updated: 23 November 2025

These Terms of Use (“Terms”) apply to your access and use of the **Elysian Blue Platform**, operated by **Elysian Blue Pty Ltd (ABN 51 689 924 909)** (“Elysian Blue”, “we”, “us”, “our”).

The Platform includes our website, mobile app, and all related services.

By using the Platform, you agree to these Terms and to our Privacy Policy.

If you do not agree, you must stop using the Platform immediately.

1. About the Platform

The Elysian Blue Platform provides a digital marketplace for Clients to connect with independent Providers who offer out-call or virtual support, companionship and connection-based services.

We do not employ Providers, and we do not provide services directly.

2. Eligibility

You must be at least **18 years old** to use the Platform.

3. Your Account

You must:

- Create accurate and truthful account information
- Keep your login details secure
- Not impersonate anyone or create multiple accounts without permission
- Only use the Platform for lawful purposes

We may suspend or terminate accounts that breach these Terms.

4. Use of the Platform

You agree to:

- Keep all communication, quoting and bookings **within the Platform**
- Only use the Platform for lawful, respectful and safe purposes

- Not harass, threaten or behave abusively toward any user
- Not request or arrange off-platform bookings or payments

You must not:

- Upload unlawful, offensive, or infringing content
- Interfere with or damage the Platform
- Use the Platform to compete with our business
- Misuse the booking or messaging systems
- Circumvent safety or verification features

5. Payments

All payments between Clients and Providers must occur through **Stripe Connect**, and are subject to Stripe's own terms and conditions.

Payment is only released after both parties complete the Mutual Confirmation at the start of the session.

6. Mutual Confirmation

For safety and fraud prevention, sessions must be confirmed by both parties using a QR code, PIN, or another approved method within the app.

If Mutual Confirmation is not completed, the session should not proceed.

7. Out-Call Only Rule

The Platform supports **out-call and virtual sessions only**.

No in-call or hosting services are permitted.

8. User Content

If you upload any content to the Platform (text, photos, profile information), you grant us a non-exclusive, royalty-free licence to use, display and store that content in connection with operating the Platform.

We may remove content at our discretion.

9. Intellectual Property

All rights in our branding, logos, designs and software remain with Elysian Blue. You may not copy or reuse our content without permission.

10. Safety & Conduct

You agree to:

- Treat other users with respect
- Follow consent and communication guidelines
- Ensure any out-call location is safe and appropriate

We may suspend or remove users for breaches of safety, disrespectful conduct, or attempts to bypass the Platform.

11. Third-Party Links

The Platform may contain links to third-party websites. We are not responsible for their content or policies.

12. Dispute Resolution

We encourage users to resolve disagreements respectfully through in-app communication.

If needed, you may contact Elysian Blue for assistance. We will review the matter through our internal dispute process and may intervene at our discretion.

Any decision made by Elysian Blue regarding a dispute will be considered final.

13. Warranties & Liability

The Platform is provided on an “as is” basis.

To the maximum extent permitted by law:

- We make no guarantees about accuracy, availability, or suitability
- We are not liable for any loss or damage arising from use of the Platform
- We are not responsible for the actions or services of Providers

You agree to indemnify Elysian Blue for any loss or claim arising from your use of the Platform.

14. Suspension & Termination

We may suspend, restrict, or terminate access if you breach these Terms or behave in a way that risks safety or reputation.

15. Amendments

We may update these Terms occasionally. Your continued use of the Platform indicates acceptance of any changes.

16. Governing Law

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

You agree to the exclusive jurisdiction of Queensland courts.