

## **Elysian Blue – Independent Provider Terms & Conditions**

*Last updated: 23 November 2025*

These Independent Provider Terms & Conditions (“Provider Terms”) apply to all individuals offering services through the **Elysian Blue Platform**, operated by **Elysian Blue Pty Ltd (ABN 51 689 924 909)** (“Elysian Blue”, “we”, “us”, “our”).

By creating a Provider account or submitting a profile for approval, you agree to these Provider Terms and the Platform Terms of Use.

### **1. Introduction**

1.1 These Terms govern your use of the Platform as an independent provider (“Provider”, “you”).

1.2 By creating an account, submitting your profile, or offering services, you agree to these Terms.

1.3 If you do not agree, you must not use the Platform.

### **2. Definitions**

**Client** – a registered user seeking services.

**Provider** – you, an independent contractor offering services through the Platform.

**Services** – out-call or virtual support, companionship or connection-based services you offer.

**Quote** – the agreed fee and details you provide to a Client through the chat.

**Booking** – a confirmed session when the Client accepts your quote.

**Mutual Confirmation** – the process (e.g., QR code, PIN entry, or approved method) where you and the Client confirm the session has started, allowing payment to be released.

### **3. Registration & Onboarding**

3.1 You must complete onboarding truthfully and accurately.

3.2 You must upload required documentation (e.g., ID, qualifications, checks).

3.3 Your profile must be approved before you can provide services.

3.4 We may reject or request changes to your profile at our discretion.

### **4. Use of the Platform**

4.1 All communication, quoting, planning, and bookings must occur **inside the Platform chat**.

4.2 Off-platform arrangements, payments, or communication are not permitted.

4.3 You must use the Platform lawfully and in a professional, respectful manner.

## **5. Quotes, Bookings & Payments**

5.1 All sessions must be arranged through the in-app chat.

5.2 You will provide a **quote** to the Client after discussing their needs.

5.3 A Booking is confirmed when the Client accepts your quote in the app.

5.4 All payments must be made through **Stripe Connect**.

5.5 Our 9% platform fee and Stripe processing fees are deducted before your payout.

5.6 Payment will only be released after **Mutual Confirmation** at the start of the session.

5.7 If either party does not complete the confirmation, payment may be withheld or refunded.

5.8 You must not begin the session until Mutual Confirmation is completed.

## **6. Mutual Confirmation**

6.1 The session begins only when you and the Client complete Mutual Confirmation (QR code, PIN, or approved alternative).

6.2 If a Client refuses or fails to complete this step, do not proceed and report it to Elysian Blue.

## **7. Provider Responsibilities & Conduct**

7.1 You must act professionally, respectfully, and lawfully at all times.

7.2 You must comply with relevant state and federal laws relating to the services you provide.

7.3 You must keep conversations, arrangements, and boundaries clear and respectful.

7.4 You must not make false claims about your skills, qualifications, or services.

7.5 You may report a Client if you feel unsafe, threatened, or uncomfortable.

## **8. Unsafe Environments**

8.1 You may refuse to enter or may immediately leave a location if it is unsafe, unlawful, or not as agreed.

Examples include (but are not limited to):

- more people present than agreed

- intoxicated or aggressive behaviour
- harassment or coercion
- illegal activity
- any situation where you feel unsafe or uncomfortable

8.2 If you leave due to an unsafe environment, you must report the incident to Elysian Blue as soon as possible via the Dispute process.

## 9. Consent

9.1 Services must only occur with full, clear, ongoing consent from both parties.

9.2 Consent can be withdrawn at any time by either party.

9.3 If consent is withdrawn or if safety becomes a concern, you must immediately stop the session.

## 10. Out-Call Only Rule

10.1 Elysian Blue supports **out-call and virtual sessions only**.

10.2 You must never offer in-call or residential hosting through the Platform.

## 11. Age Verification

11.1 You may request proof of age before beginning a session.

11.2 If suitable proof is not provided, you must not proceed and must report it to Elysian Blue.

## 12. Independent Contractor Status

12.1 You are an **independent contractor**, not an employee, partner, or representative of Elysian Blue.

12.2 You are responsible for your own tax, insurance, superannuation, licensing, and compliance obligations.

12.3 Elysian Blue does not guarantee any minimum income or number of bookings.

12.4 Nothing in these Terms creates an employment relationship.

## 13. Platform Role & Liability

13.1 Elysian Blue is a facilitator of introductions between Clients and Providers.

13.2 We are not a party to the agreement between you and the Client.

13.3 To the fullest extent permitted by law, Elysian Blue is not liable for any loss, injury, damage, or dispute arising from your services.

13.4 You indemnify Elysian Blue for any claims arising from your conduct or services.

## **14. Privacy**

14.1 Client and Provider information must be kept private and used only for the purpose of the session.

14.2 You must comply with Australian privacy laws.

14.3 Our Privacy Policy explains how we handle personal information.

## **15. Dispute Resolution**

15.1 You should attempt to resolve issues respectfully with the Client first.

15.2 If unresolved, you may contact Elysian Blue for assistance.

15.3 We may mediate disputes at our discretion.

15.4 Decisions regarding refunds or payouts may be made by Elysian Blue based on evidence and safety considerations. Once a decision is made, this is considered resolved.

## **16. Amendments**

16.1 We may update these Terms at any time.

16.2 Providers will be notified of material changes, and ongoing use of the Platform indicates acceptance.

## **17. Governing Law**

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