

**Terms of Use for The Elemental Soul  
(a DBA of Ethan Falcon Press LLC)**

The Elemental Soul is primarily a subscription-based online platform (inclusive of a website portal and a corresponding web-based and mobile device application hosted on Google, Apple, and other appropriate application platforms) that grants limited non-exclusive access to website visitors and grants limited exclusive access to User Subscribers who are duly “Subscribed.” The Terms of Use, inclusive of the associated [Privacy Policy](#), are as follows:

**General Provisions:**

1. **Parties.** These Terms of Use (also referred to as “Terms and Conditions”), and the incorporated Privacy Policy, along with any other guidelines or operating policies posted on The Elemental Soul Platform (the “Platform”) from time to time, constitute a legally binding agreement (“Agreement”) between each Visitor or User (including “Registered” or “Subscribed” Users or “Subscribers”, and likewise referred to as "you" or "your" or “User”) of the Platform, and Ethan Falcon Press, LLC (a Tennessee LLC) DBA The Elemental Soul ("we," "us," "our," or “The Elemental Soul”).
2. **Acceptance of Terms and Agreement to Be Bound.** By accessing and/or using the Platform, you agree to be bound by the Agreement in its entirety without modification. Whether you are a "Visitor" (browsing the Platform) or a "Registered User" (having registered and subscribed to use the Platform), your access and use of the Platform are conditioned on your acceptance of and compliance with this Agreement. If you do not accept the terms of this Agreement, you are not permitted to use the Platform, and you must exit immediately.
3. **Modifications.** We may modify this Agreement at any time, with such modifications becoming effective upon posting on the Platform. Your continued use of the Platform after any modifications indicates your acceptance of the updated Agreement. It is your responsibility to review the Agreement periodically for changes. If you do not agree to any modifications, your exclusive remedy is to cancel your account and discontinue using the Platform.
4. **General Registration Requirements.** Certain areas and features of the Platform may require registration (also referred to as “Subscription”). To access these areas and features of the Platform, including providing or accessing content, Users may need to register and obtain a password-protected account. Registration on the Platform requires providing truthful and accurate information. Users agree to provide accurate and complete information during registration and to maintain the confidentiality of your account credentials. Users are responsible for all activities associated with your accounts, maintaining the confidentiality of your account credentials, and must promptly report any unauthorized use or suspected compromise of your account to The Elemental Soul. Failure to do so may result in suspension or termination of your account. The Subscription Parameters currently in effect as of the effective date of these Terms of Use are described [HERE](#).
5. **Subscription Membership, Fees, and Payment.** Access to certain features of the Platform may require a subscription fee, payable in the currency specified. By subscribing, you authorize us to charge the applicable fees to your provided payment method on a recurring monthly or annual automatic renewal basis (based on User election, dependent upon available options) until cancelled. Subscription fees are non-refundable. Upon cancellation, User’s Subscription (for

which Subscription fees were previously paid) will remain active until the Subscription period expires.

Users may access certain Content Units based on your subscription membership level (Basic or Premium). Membership may include a free limited trial period, but otherwise is due monthly (or for some other designated “Subscription Period”) with automatic renewals, unless cancelled prior to renewal. Membership fees are non-refundable unless otherwise stated in writing by The Elemental Soul. Membership is cancelable at any time wherein, upon cancellation, User’s account will terminate at the end of the Subscription Period and will not automatically renew.

We reserve the right to change subscription fees and payment terms with reasonable notice. Your continued use after such changes constitutes acceptance of the new fees. Invoices, payment authorizations, and other account-related communications will be provided electronically. You are responsible for timely notification of billing discrepancies. Failure to timely notify The Elemental Soul of billing or method of payment changes may result in suspension or termination of your account.

**6. Age Requirements.** By using the Platform, you represent that you are over the age of 18 and are legally able to enter into contracts. The Platform is not intended for Users under 18, and access by minors is prohibited.

**7. Content.** The Platform provides access to various types of content, including (but not limited to):

- Content owned by The Elemental Soul, including trademarks, trade dress, and proprietary content created or acquired (including via valid license) by The Elemental Soul ("Proprietary Content").
- Content licensed to The Elemental Soul by third-party contributors for specific uses on the Platform ("Contributor Content").
- Content posted or uploaded to the Platform by Users ("User Content").

Collectively, any and all types of authorized content on the Platform are referred to as "Platform Content" or “Content Units.” The quality of and ability to access Platform Content may vary depending on factors such as device specifications and internet connection. The Elemental Soul makes no guarantees regarding the quality of the viewing experience.

**8. Use of Content.** The Content Units available on the Platform, including but not limited to blog posts, guided journeys, instructional or other videos, audio recordings, courses, digital tools, and moderated discussions or forums, is provided for general informational and educational purposes only. The views and opinions expressed in the Content Units are those of the content creators (“Contributors”) and do not necessarily reflect the views or opinions of The Elemental Soul or its affiliates. The Elemental Soul is not liability for the manner in which Users use the Platform Content, or for the Content Units themselves. Users agree to indemnify The Elemental Soul for any losses or damages assessed against The Elemental Soul as a result of User’s use of the Platform or its Content Units.

**9. Limited User License.** Users shall be granted a limited, non-exclusive, non-transferable, license to access and view the content through the Platform, subject to the rights and limitations of the selected Membership level. Furthermore, Users will not distribute any Content Units to any third parties, and agree not to reproduce, duplicate, copy, sell, or resale any of the Content Units available on the Platform without prior consent from The Elemental Soul. Commercial use of Platform Content is strictly prohibited without prior written consent from The Elemental Soul. Unauthorized

framing or linking to the Platform is prohibited. The Elemental Soul reserves the right to remove commercial content without notice. Except for the foregoing limited license, no right, title, or interest shall be transferred to Users.

**10. Content Reliability and Availability.** The Elemental Soul does not warrant or guarantee the availability, accuracy, reliability, or completeness of any Content Units or any content in any form whatsoever on the Platform, nor for any sufficiency for any stated or implied purpose. Any reliance you place on such information is strictly at your own risk. Your assumption of all risk extends to (but is not limited to) any and all physical activities you undertake, at your own discretion and risk, while or in connection with consuming Platform Content. The Elemental Soul is not liable for the manner in which Users use the Platform Content, or for the Content Units themselves. The Elemental Soul reserves the right to modify, suspend, or discontinue any aspect of the Platform or the Content Units at any time without prior notice.

**11. Intellectual Property.** The Platform and its entire contents, features, and functionality, including but not limited to all information, software, text, downloadable digital tools or documents, displays, images, video, and audio, are owned by The Elemental Soul, its licensors (including Content Unit Contributors), or other providers and are protected by applicable copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Users may not reproduce, distribute, or create derivative works based on the Content Units without the express written consent of the respective Contributors and The Elemental Soul. Additionally, Users are prohibited from engaging in any activity on or through the Platform, including transmitting or using User-generated content, that infringes or makes unauthorized use of another party's intellectual property rights including, without limitation, modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works (including under private label). This further applies to the unauthorized use of any logos, branding, or trademarks related to The Elemental Soul, or content licensed or copyrighted to or by The Elemental Soul or its Contributors.

**12. Links to Other Sites.** The Platform may contain links to third-party websites ("Third-Party Sites") and third-party content ("Third-Party Content") for Users' convenience, including Third-Party Sites and/or Content attributable to Contributors. The Elemental Soul does not control or endorse Third-Party Content or Sites and accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of Third-Party Content or Sites, including any goods or services that may be exchanged between Users and Third Parties (including Contributors) associated with such Third-Party Content or Sites. The Elemental Soul is not liable for any loss or damages caused by using Third-Party Sites or Content. Users access Third-Party Sites and Content at your own risk.

**13. Third Party Communications.** The Elemental Soul disclaims all liability for any communications directed to or between Users and any third party, including Contributors, in connection with the Platform. Users are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any third-party communications.

**14. User Assumption of Risk.** Users are solely responsible for ensuring your use of the Platform complies with this Agreement in its entirety, including (but not limited to) with respect to Use of Content, Content Reliability and Availability, and any and all inferences to User Assumption of Risk related to disclaimers, limitations of liability, and indemnification, as well as any and all applicable laws, and does not violate the rights of any third party. Users further assume all liability for any claims, suits, or grievances filed against them related to your use of the Platform.

Furthermore, Users explicitly acknowledge and assume sole responsibility and risk for the following with respect to Platform Content that relates to physical health, mental health, or wellness:

- a. Determining whether the Platform Content is appropriate for User's consumption/use, based on User's assessment of User's own physical, mental, or emotional well-being, based on User's judgment and at User's sole discretion;
- b. Assessing whether dietary suggestions, physical movements, positions or exercises, or any other suggested tools or techniques (including but not in any way limited to assessment and personal evaluation of past traumatic events or other self-reflection exercises and tools) are appropriate for the User, based on your physical health, mental/emotional health, and medical history and any and all other considerations which may be personally relevant to you, in all cases, without exception; and
- c. Without exception, any results (including with respect to any resulting loss, injury, or any other result) of applying the implicit or explicit suggestions, tools, or techniques contained in the Platform Content.

### **User Conduct and Responsibilities:**

**15. User Conduct.** Users agree to conduct themselves in a manner consistent with the intended use of the Platform and to refrain from engaging in any conduct that may:

- Harm, harass, intimidate, or defraud other Users.
- Breach the privacy or data protection rights of other Users.
- Violate any applicable laws or regulations.
- Disrupt the normal functioning of the Platform or interfere with the experience of other Users.
- Use automated means to access or interact with the Platform, unless explicitly permitted by The Elemental Soul.

**16. User Account Maintenance Responsibilities.** Users are responsible for:

- Maintaining the confidentiality of your account credentials and ensuring that unauthorized access to your account does not occur.
- Providing accurate and up-to-date information when registering an account or using the Platform.
- Promptly reporting any unauthorized use of your account or any other security breach to The Elemental Soul.

**17. Use of Interactive Areas and the Platform.** The Elemental Soul's platform may contain interactive areas, such as discussion forums, bulletin boards, or review services ("Interactive Areas"), where Users or third parties may post content, messages, materials, reviews, or other items. Users engage with these Interactive Areas at your own risk. Users are solely responsible for any content they submit to Interactive Areas and must ensure it complies with these Terms and Conditions. Users warrant that they own or control all rights to the content they submit. Content submitted to Interactive Areas is non-confidential and non-proprietary. The Elemental Soul serves as a passive conduit for Users to communicate through and within Interactive Areas, and is not liable for any User Content included or posted to Interactive Areas (or for the use or reliance of such User Content by Users or anyone else), nor does The Elemental Soul review or monitor such User Content.

**18. User Submissions.** By submitting any content, including but not limited to comments, feedback, or suggestions ("User Submissions"), you grant The Elemental Soul a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, adapt, publish,

translate, distribute, and display such User Submissions in any form, media, or technology now known or hereafter developed.

**19. Prohibited User Conduct.** By using Interactive Areas, Users agree that your content must comply with all applicable laws and regulations and must not contain material that is defamatory, discriminatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable. Users expressly agree not to post content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, abusive, harassing, threatening, invasive of privacy or publicity rights, inflammatory, or fraudulent;
- Encourages or provides instructions for criminal offenses, violates the rights of any party, or creates liability or violates any applicable laws;
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights of any party;
- Impersonates any person or entity or otherwise misrepresents affiliation with a person or entity; Involves commercial activities without prior consent from The Elemental Soul.
- Utilizes tools or services that import content from platforms prohibiting such access;
- Involves unsolicited promotions, political campaigning, advertising, or solicitations;
- Discloses private information of any third party without your express consent;
- Contains viruses, corrupted data, or other harmful files;
- Is unrelated to the topic of the Interactive Area(s) in which it is posted, as determined by The Elemental Soul; or
- In The Elemental Soul's judgment, is objectionable or restricts or inhibits any other person from using or enjoying the Interactive Areas or the Platform or may expose The Elemental Soul or its affiliates or Users to harm or liability.

**20. Ownership of User Content.** The Elemental Soul does not claim ownership rights in User Content posted on the Platform. Users retain all intellectual property rights in your User Content, subject to the license granted to The Elemental Soul as outlined below.

**21. License to User Content.** By posting User Content on the Platform, you grant The Elemental Soul a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and make available such User Content on the Platform. This license enables The Elemental Soul to display and share User Content within the Platform for the benefit of other Users. Users may request the removal of your User Content, but The Elemental Soul retains discretion over such requests.

**22. Responsibility for User Content.** Users are solely responsible for all User Content they upload, post, or transmit on the Platform. The Elemental Soul does not control User Content and does not guarantee its accuracy or quality. Furthermore, The Elemental Soul employs reasonable measures to protect the security and integrity of User data by utilizing reputable functional and information platforms, integrations, payment processing, and other integrated functionality, software, and applications. However, Users acknowledge that no method of data transmission over the internet or electronic storage is entirely secure, and The Elemental Soul cannot guarantee the absolute security of User data. For these reasons, the Platform does not request any personal data other than what is necessary for administration of the account, and User takes full responsibility for any further information, and the extent of User due care regarding the nature and extent of information, that you may choose to post to the content in interactive areas.

**23. Rejection and/or Removal of User Content.** The Elemental Soul reserves the right to pre-screen, edit, refuse, or remove any User Content that violates these Terms or is deemed inappropriate, at The Elemental Soul's discretion. Users may contact The Elemental Soul to report misuse or request removal of User Content.

**Disclaimers, Limitation of Liability, and Indemnification:**

**24. General Disclaimer.** The Platform Content is provided on an "as is, as available" basis. The Elemental Soul disclaims all warranties, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. This includes with respect to representations or warranties (of which The Elemental Soul makes none) of any kind, express or implied, regarding the accuracy, completeness, reliability, or suitability of the Content Units for any particular purpose. The Elemental Soul does not guarantee that content available on the Platform complies with these Terms and Conditions or is suitable for all Users. The Elemental Soul disclaims all responsibility for any loss, injury, claim, liability, or damage resulting from or related to the use of the Platform.

**25. No Professional Advice.** The Content Units (including any forum or other online discussions) provided on the Platform are for general informational and educational purposes only and do not constitute professional advice of any kind, including (but not limited to) medical or mental health advice, diagnosis, or treatment, or personalized instructions of any kind, including (but not limited to) therapy, guidance, or coaching directed to any individual or subgroup of Users. Users assume full responsibility for and acknowledge their complete and sole responsibility regarding their own health and wellbeing, in all respects, and for consulting with appropriate professionals for specific advice tailored to individual situations separate and entirely apart from any use of Platform Content.

**26. User Responsibility.** Users acknowledge that your use of the Platform and reliance on any Content Units is at your own risk, and that you are solely responsible for your use of the Content Units and any consequences thereof.

**27. Results Disclaimer.** The Elemental Soul makes no guarantees or promises regarding the results that may be obtained from the use of the Content Units. Individual results may vary and depend on various factors, including (but not limited to) the User's specific circumstances and personal experiences, Users' subjective interpretation of Platform Content, as well as Users' individualized levels of understanding, commitment, and adherence to the principles outlined in the Content Units, all of which may be subjectively applicable, determined, or applied, and are beyond The Elemental Soul's control.

**28. Disclaimer of Endorsement.** Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or favoring by The Elemental Soul.

**29. Errors and Corrections:** The Elemental Soul does not guarantee that the Platform or any services offered through it will be error-free, free of viruses, or otherwise reliable. The Elemental Soul may make improvements or changes to the Platform without prior notice and will use commercially reasonable efforts to minimize disruptions.

**30. Geographic Restrictions to Access.** Certain content on the Platform may be subject to geographic restrictions due to licensing agreements. If you encounter limitations based on your geographic

location, please contact our customer service department for assistance. You can reach customer service at [support@theelementalsoul.com](mailto:support@theelementalsoul.com).

**31. User Data Security Disclaimer.** The Platform is comprised of an integrated collection of third-party applications, software, integrations, and hosting and other platforms, including (but not necessarily limited to): a content database, a payment processing application, email integration software, website hosting and platform, application builder, etc., linkages to social media platforms, and listings on application platforms (such as Google and Apple) (collectively, the “Functionality Platforms”). We take good faith efforts to ensure that all of the Functionality Platforms are the product of reputable “Functionality Platform Vendors” with proven track record of reliability and dedication to service, functionality, and data security. We, therefore, rely upon the data security functionality, provisions, procedures, and safeguards provided by each of those Functionality Platform Vendors in order to ensure reasonable security and safeguards over User data. However, because these security and safeguard measures are under the control of the Functionality Platform Vendors, we make no warranties or guarantees about the sufficiency of such measures, and likewise assume no responsibility or liability for the sufficiency of such measures.

**32. Limitation of Liability.** In all cases, and to the maximum extent allowed by applicable law, Ethan Falcon Press LLC DBA The Elemental Soul (and its affiliates, members, officers, directors, employees, agents, Contributors, and representatives) shall not be liable for any loss, injury, claim, liability, or damage resulting from the use of the Platform, services, Content Units, courses, or third-party communications, nor for any special, direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever arising from or related to the use of the Platform, or from any breach of security safeguards regarding User data. Notwithstanding the limitations cited herein, certain State laws may not allow limitations on implied warranties and therefore such limitations may not apply. In any case, the maximum liability that may be assessed against The Elemental Soul shall be limited to the Subscription fees paid by the User for User’s Platform Membership.

**33. Indemnification, Release, and Waiver.** Users agree to indemnify, defend, and hold harmless Ethan Falcon Press LLC DBA The Elemental Soul, its officers, members, directors, employees, agents, licensors, Contributors, suppliers, and any third-party providers from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from any violation of these Terms and Conditions by the User or arising out of or in connection with the User's use of the Platform. Furthermore:

- a. In consideration for being allowed to access and use the Platform, you hereby release and discharge Ethan Falcon Press LLC DBA The Elemental Soul, its officers, directors, members, employees, affiliates, agents, Contributors, licensors, contractors, third-party providers, and representatives (collectively, "Released Parties") from any and all claims, liabilities, losses, damages, costs, or expenses arising from your use of the Platform.
- b. You expressly waive any rights you may have under any law which provides that a general release does not extend to claims that the releasing party does not know or suspect to exist at the time of executing the release.

**34. Third Party Rights.** The provisions included in **Disclaimers, Limitation of Liability, and Indemnification** are solely for the benefit of Ethan Falcon Press LLC DBA The Elemental Soul and its officers, directors, members, employees, affiliates, agents, Contributors, licensors, contractors, third-party providers, and representatives. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against the User on their own behalf.

**Other Provisions:**

**35. Privacy Policy.** The Elemental Soul's Privacy Policy governs the collection, use, and disclosure of personal information provided by Users. By using the Platform, Users consent to the terms of the Privacy Policy.

**36. Termination.** The Elemental Soul reserves the right to terminate or suspend access to the Platform or any part thereof at any time without prior notice for any reason, including but not limited to a violation of these Terms and Conditions.

**37. Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to these Terms of Use, the parties agree to first attempt to resolve the matter informally. The party raising the issue shall provide written notice describing the nature of the dispute to the other party. Within thirty (30) days of receiving such notice, the parties shall engage in good faith discussions to resolve the dispute. If the parties are unable to resolve the dispute through informal discussions, they agree to submit the dispute to non-binding mediation in Wilson County, Tennessee, U.S.A. The mediation shall be conducted by a mutually agreed-upon mediator or, if no agreement can be reached, by a mediator appointed by the American Arbitration Association (AAA) or any other recognized mediation service.

If mediation does not resolve the dispute, the parties agree that any unresolved dispute, claim, or controversy arising out of or relating to these Terms shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator appointed in accordance with the AAA rules. The arbitration shall be conducted in Wilson County, Tennessee, U.S.A., unless otherwise agreed by the parties. The arbitration proceedings shall be conducted in the English language. The arbitrator shall apply the substantive laws of Wilson County, Tennessee, U.S.A., without regard to its conflict of laws principles. The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that they are each waiving the right to participate in a class action.

Each party shall bear its own costs and expenses, including attorney's fees, associated with any arbitration or legal proceedings arising out of or related to these Terms. However, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party in any action or proceeding to enforce these Terms.

**38. Notices.** Notices to Users from The Elemental Soul shall be delivered via email, certified mail, or messaging through the Platform. Notices to The Elemental Soul from Users must be delivered via email at [support@theelementalsoul.com](mailto:support@theelementalsoul.com) or via certified overnight courier.

**39. Severability.** If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

**40. Entire Agreement.** These Terms and Conditions constitute the entire agreement between the User and The Elemental Soul regarding the subject matter herein and supersede all prior or

contemporaneous communications and proposals, whether oral or written, between the User and The Elemental Soul.

**41. Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to its conflict of law principles.

**42. Contact Information.** If you have any questions or concerns about these Terms of Use, please contact us at [support@theelementalsoul.com](mailto:support@theelementalsoul.com).

## **Privacy Policy for The Elemental Soul Platform:**

**General Information:** The Elemental Soul Platform (referred to as "the Platform") is operated by Ethan Falcon Press LLC DBA The Elemental Soul ("Ethan Falcon Press LLC" or "The Elemental Soul"), a limited liability company registered in the State of Tennessee in the United States of America, located at P.O. Box 2116, Mount Juliet, TN 37121. If you have any questions regarding our privacy practices, please contact our Privacy Office at [support@theelementalsoul.com](mailto:support@theelementalsoul.com). All provisions of this Privacy Policy are subject to the Terms of Use, including the Disclaimers, Limitation of Liability, and Indemnification provided therein.

**Our Responsibilities:** This Privacy Policy applies to all Users of the Platform. As the operator of the Platform, The Elemental Soul acts as the 'data controller' of personal information collected through the Platform. We are committed to protecting your privacy and ensuring the security of your data.

**User Responsibilities:** By using the Platform, you agree to the terms of this Privacy Policy and agree to act in accordance with our Community Posting Guidelines and all other User-applicable provisions of this Privacy Policy.

**When and How We Collect Data:** We collect data from you when you interact with the Platform, such as when you create an account, browse our website, use our services, receive communications from us, or contact us for support. This data collection occurs automatically as part of your use of the Platform.

### **Types of Data We Collect:**

- **Identifiers:** This includes information like name, email address, and IP address, which are collected when you register for an account or use our services. We may also collect payment information, including information regarding your method of payment necessary for processing such payment, as well as name and billing address, when you register for a Subscription and/or make purchases through the Platform.
- **Internet or other electronic network activity information:** We collect information about your interactions and activities within the Platform, such as pages visited, content viewed, and interactions with other users.
- **Geolocation data:** We collect general location information based on your IP address to enhance your experience with the Platform, such as providing localized content or recommendations.
- **Inferences:** We may use data analytics and algorithms to generate insights and provide personalized recommendations based on your usage patterns and preferences.

### **Types of Data We Do Not Collect:**

- **Sensitive Data:** We do not intentionally collect sensitive information such as racial or ethnic origin, political opinions, religious beliefs, health data, etc. We encourage Users to refrain from sharing sensitive information on the Platform.
- **Non-Essential Personal Data:** We do not require date of birth or social security information or other identifiers or information which may increase your exposure in the event of a security breach.
- **Children's Data:** The Platform is not intended for Users under the age of 18, and we do not knowingly collect personal information from minors. Parents or legal guardians are responsible for monitoring and supervising the online activities of minors.

### **How and Why We Use Your Data:** We use your data for purposes such as:

- **Providing and improving our services:** Personalizing content, recommendations, and User experiences; analyzing usage patterns to optimize performance and usability; developing new

features and functionalities; monitoring and improving the manner in which we deliver Content, manage Subscriptions, complete purchases or transactions; and protecting the Platform.

- Customer support: Responding to inquiries, resolving technical issues, and providing assistance to users.
- Communication: Sending newsletters, marketing communications, and service-related announcements to keep you informed about updates, promotions, and relevant content.
- Legal compliance: Complying with applicable laws, regulations, and legal obligations; enforcing our terms of service and community guidelines.

**Sharing of Your Information:** We may share your personal information with:

- Affiliates, subsidiaries, and service providers: Third-party vendors, contractors, and partners who assist us in providing, maintaining, and improving the Platform, including but not limited to hosting providers, payment processors, and analytics services. However, we never sell or rent User personal information. Primary Third-party vendors who may have access to, or process, User personal information are listed [HERE](#) (“Transaction/Processing Vendors”), and Users are encouraged to review the respective Privacy Policies of these Third-party vendors in order to make informed decisions about providing personal information through the Platform.
- Business partners and collaborators: Third parties with whom we collaborate to offer joint promotions, events, or integrated services, including Contributors.
- Legal authorities and enforcement agencies: When required by law or in response to legal requests, court orders, or government inquiries; to protect our rights, property, or safety, or the rights, property, or safety of others; to prevent fraud, abuse, or unauthorized access.

**Cookies:** We may use cookies and similar technologies to enhance your experience on the Platform. Cookies are small text files that are stored on your device when you visit our website or use our services. These cookies may be ‘session’ cookies, which are temporary and deleted when you close your browser, or ‘persistent’ cookies, which remain on your device for a specified period or until manually deleted. Cookies help us recognize your device and preferences, track usage patterns, and improve the functionality and performance of the Platform.

You can manage your cookie preferences through your browser settings, but please note that disabling cookies may affect certain functionalities of the Platform. By continuing to use the Platform, you consent to the use of cookies and similar technologies as described in this Privacy Policy.

**Your Privacy Choices and Rights:** Depending on your jurisdiction, you may have rights regarding your personal information, such as the right to access, correct, delete, or restrict the processing of your data. To exercise your rights or make privacy-related requests, please contact us at [support@theelementalsoul.com](mailto:support@theelementalsoul.com).

1. Access and Correction: You have the right to access and update your personal information stored in your account profile. You can review, correct, or update your information by logging into your account settings.
2. Deletion and Erasure: You have the right to request the deletion or erasure of your personal information from our systems, subject to certain exceptions and legal obligations.
3. Objection and Restriction: You may object to the processing of your personal information or request restrictions on its processing in certain circumstances, such as when you contest the accuracy of the data or object to its use for direct marketing purposes.
4. Consent Withdrawal: If we rely on your consent as the legal basis for processing your personal information, you have the right to withdraw your consent at any time. Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

5. **Complaints and Appeals:** If you have concerns about our data processing practices or believe that your privacy rights have been violated, you have the right to file a complaint with the appropriate data protection authority or regulatory body in your jurisdiction.

**Data Security:** We are committed to protecting the security of your data to the best of our ability. Therefore, we have taken reasonable measures to ensure that all of the components that form the underlying structure and functionality of the Platform are comprised of reputable applications, software, platforms, databases, and integrations provided by established vendors that have tested and reliable security safeguards, as further described below:

The Platform is comprised of an integrated collection of third-party applications, software, integrations, and hosting and other platforms, including (but not necessarily limited to): a content database, a payment processing application, email integration software, website hosting and platform, and application builder, linkages to social media platforms, and listings on application platforms (such as Google Play and Apple) (collectively, the “Functionality Platforms”). We take good faith efforts to ensure that all the Functionality Platforms are the product of reputable “Functionality Platform Vendors” with proven track record of reliability and dedication to service, functionality, and data security. The Primary Functionality Platform Vendors are listed [HERE](#). We, therefore, rely upon the data security functionality, provisions, procedures, and safeguards provided by each of those Functionality Platform Vendors in order to ensure reasonable security and safeguards over User data. However, because these security and safeguard measures are under the control of the Functionality Platform Vendors, we make no warranties or guarantees about the sufficiency of such measures, and likewise assume no responsibility or liability for the sufficiency of such measures.

Please be further aware that no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security. You are responsible for maintaining the confidentiality of your account credentials and taking appropriate precautions to protect your personal information.

If you believe your privacy has been breached or if you suspect unauthorized access to your account, please contact our Customer Support team immediately at [support@theelementalsoul.com](mailto:support@theelementalsoul.com).

**Data Storage and Retention:** We will retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, comply with legal obligations, resolve disputes, and enforce our agreements. The retention period may vary depending on the nature of the data and the purposes for which it was collected, but will not extend beyond two years following the expiration or termination of your latest active Subscription. Your information may be transferred to and stored on servers located in the United States or other countries where The Elemental Soul or its service providers operate. By using the Platform, you consent to the transfer, storage, and processing of your information in accordance with this Privacy Policy.

**Changes to this Privacy Policy:** We may modify this Privacy Policy at any time, with such modifications becoming effective upon posting on the Platform. Your continued use of the Platform after any modifications indicates your acceptance of the updated Privacy Policy. It is your responsibility to review the Privacy Policy periodically for changes. If you do not agree to any modifications, your exclusive remedy is to cancel your account and discontinue using the Platform.

**Contact:** If you have any questions, concerns, or feedback regarding our Privacy Policy or data practices, please contact our Privacy Office at support@theelementalsoul.com. We are committed to addressing your inquiries and resolving any issues promptly and transparently.

**Community Posting Guidelines:** The Elemental Soul Platform fosters a vibrant and inclusive community dedicated to personal growth, transformation, and conscious living. We value diversity, respect, and open-mindedness in all interactions within our community. As a member of our community, we ask that you adhere to the following guidelines when posting content, comments, or engaging with other users:

- **Respectful Communication:** Treat others with kindness, empathy, and courtesy. Avoid personal attacks, harassment, hate speech, or discriminatory language based on race, ethnicity, gender, religion, sexual orientation, or other characteristics.
- **Constructive Engagement:** Foster constructive dialogue and exchange of ideas by offering thoughtful contributions, constructive feedback, and meaningful insights. Be open to different perspectives and engage in respectful debate.
- **Authenticity and Integrity:** Be authentic and truthful in your interactions. Avoid misrepresentation, deceptive practices, or impersonation of others.
- **Compliance with Policies:** Familiarize yourself with and adhere to the Platform's Terms of Service, Community Guidelines, and applicable laws and regulations. Refrain from posting or sharing content that violates these policies or infringes on the rights of others.

We reserve the right to remove or moderate content that violates these guidelines or poses a risk to the safety, well-being, or integrity of our community. In cases of repeated or severe violations, we may take further action, including but not limited to suspension or termination of User accounts.

**Anti-Spam Policy:** At The Elemental Soul, we are committed to maintaining the highest standards of integrity and ethical conduct in all our communications. We are committed to the limitations on spam and unsolicited emails and adhere to CAN-SPAM compliance regulations. The following Anti-Spam Policy outlines our stance on spam and the measures we take to prevent its occurrence:

1. **Prohibition of Unsolicited Bulk Email (Spam):** The Elemental Soul Platform prohibits the use of its website and services in any manner associated with the transmission, distribution, or delivery of unsolicited bulk or commercial email, commonly referred to as "Spam." Users are strictly prohibited from using any The Elemental Soul services, content, or forums to send Spam or deliver Spam to any recipients, including customers or subscribers of Elemental Soul.
2. **CAN-SPAM Compliance:** In compliance with the CAN-SPAM Act of 2003 (15 U.S.C. 7701, et seq.), email communications sent through or on behalf of The Elemental Soul Platform must adhere to the following guidelines:
  - Emails must not use false, misleading, invalid, or forged headers.
  - Subject lines must not be deceptive or misleading.
  - Emails must not use invalid or non-existent domain names.
  - Techniques to misrepresent, hide, or obscure information in identifying the point of origin or transmission path are prohibited.
  - Deceptive addressing or the use of a third party's internet domain name without permission is prohibited.
  - Emails must not contain false or misleading information in the subject line or content.
  - Additional technical standards described below must be followed.
  - Any violation of our Terms of Use regarding email communications is prohibited.
3. **Prohibited Activities:** The Elemental Soul Platform does not authorize the harvesting, mining, or collection of email addresses or other information from its website or services. Users are prohibited from using The Elemental Soul services to collect, compile, or obtain any information about its

customers or subscribers, including email addresses. Additionally, any attempt to use The Elemental Soul services in a manner that could damage, disable, overburden, or impair any aspect of the services is strictly prohibited.

4. **Enforcement and Penalties:** The Elemental Soul reserves the right to take appropriate action, without notice, against any User or account found to be violating this Anti-Spam Policy. Such actions may include blocking messages from specific internet domains, mail servers, or IP addresses, as well as immediate termination of any account associated with the transmission of email in violation of this policy. Violators may also be subject to civil, criminal, or administrative penalties, as outlined in the CAN-SPAM Act. Penalties may include fines, forfeiture of proceeds and equipment, and criminal prosecution for egregious offenders.
5. **Waiver of Rights:** Failure to enforce this policy in every instance does not constitute a waiver of The Elemental Soul's rights. We reserve the right to enforce this policy at our discretion and take appropriate action against any violations.
6. **Reporting Spam:** If you believe you have received unsolicited or unwanted emails from The Elemental Soul Platform, please contact us immediately at [support@theelementalsoul.com](mailto:support@theelementalsoul.com). We take all reports of spam seriously and will investigate and address the matter promptly.

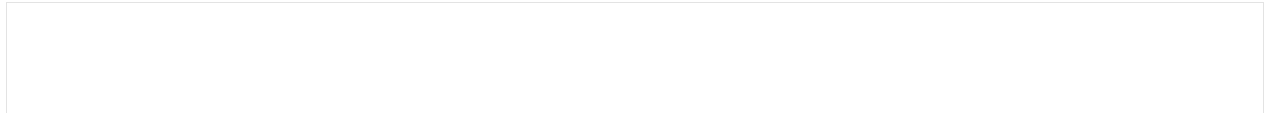
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**Primary Transaction/Processing Vendors (as of 4/23/24)**

Google Firebase  
Flutterflow  
RevenueCat  
Stripe  
Google Play Store  
Apple App Store

**Primary Functionality Platform Vendors (as of 4/23/24)**

Google Firebase  
Flutterflow  
RevenueCat  
Stripe  
Google Play Store  
Apple App Store  
Google Drive  
Mailchimp



## **The Elemental Soul Terms of Use Appendix B**

### **Current Subscription Parameters:**

As of the effective date of this policy, the subscription parameters are as follows:

- **FREE LIMITED ACCESS:** The Elemental Soul App Platform comes with free access to certain selected limited access content.
- You may purchase an auto-renewing upgrade to the BASIC SUBSCRIPTION through an In-App Purchase which provides access to all content currently provided on the app (If you do not subscribe to a BASIC SUBSCRIPTION, you can only access free content). Specifics regarding the BASIC SUBSCRIPTION are as follows:
  - Auto-renewing monthly subscription
  - Subscription Fee is \$49.99 Per Month, 14-day Free Trial for first time subscribers
  - Your Subscription Fee will be charged to your iTunes or Google Play account at confirmation of purchase (subject to deferral to the conclusion of any applicable free trial period) and will thereafter automatically renew (at the duration selected) unless auto-renew is turned off at least 24 hours before the end of the current subscription period.
- Subscriptions may not be cancelled during the active subscription period; however, you can manage your subscription and/or turn off auto-renewal by visiting your iTunes or Google Play Account Settings after purchase.

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