

# TERMS AND CONDITIONS

Welcome to Elysian Luxe, where we are committed to delivering luxury concierge and lifestyle management services tailored to meet your unique needs. These Terms and Conditions (“Terms”) govern your use of our services and set out the contractual obligations between Elysian Luxe (“we,” “us,” or “our”) and you, the “Member.” By accessing or using our services, you agree to be bound by these Terms. Please read them carefully. If you do not agree, please refrain from using our services or website.

## 1. DEFINITIONS AND INTERPRETATION

- **Member:** An individual who has been accepted for Membership with Elysian Luxe.
- **Membership:** The membership plan agreed upon with Elysian Luxe, specifying services, benefits, and fees based on selected tiers.
- **Services:** The concierge, lifestyle management, and other services provided by Elysian Luxe to its Members, including but not limited to property oversight, travel arrangements, event planning, and exclusive experiences.
- **Supplier:** Any third-party vendor, provider, or contractor engaged by Elysian Luxe on behalf of a Member to deliver goods or services.
- **Request:** A specific request from a Member for Elysian Luxe to facilitate or procure goods or services.

## 2. MEMBERSHIP APPLICATION AND RESPONSIBILITIES

**2.1 Application Approval:** Membership with Elysian Luxe is subject to approval. We reserve the right to accept or decline any Membership application without providing reasons.

**2.2 Accuracy of Information:** Members must provide complete and accurate information upon application and promptly inform us of any changes to ensure continuity of service.

**2.3 Non-Transferable:** Membership is personal to the Member and cannot be transferred. Members are responsible for ensuring that only authorized individuals use their Membership.

**2.4 Website and Portal Access:** Access to any personalized online portal or website sections provided by Elysian Luxe is protected by unique login credentials, which must be kept confidential by the Member.

## 3. MEMBERSHIP FEES, RENEWALS, AND CANCELLATIONS

**3.1 Membership Fees:** Fees are due in full upon acceptance of your Membership application and, unless stated otherwise, are payable annually. Rates for subsequent years may vary, and you will be notified of any changes.

**3.2 Non-Refundable:** Membership fees are generally non-refundable except in cases outlined in these Terms or as required by law.

**3.3 Cancellation within Cooling-Off Period:** You may cancel within 14 days of application approval by providing written notice. If services have been used during this period, a prorated refund will be issued for any unused portion of the Membership.

**3.4 Renewal and Cancellation:** Membership automatically renews on its anniversary date. To cancel your Membership for the following term, you must provide a minimum of 30 days' notice prior to renewal.

**3.5 Right to Suspend or Terminate Membership:** Elysian Luxe reserves the right to suspend or terminate your Membership if payments are not received on time or if there is misuse of services. In such cases, refunds for unused portions of the Membership will be issued on a case-by-case basis.

## **4. SERVICES PROVIDED**

**4.1 Core Offerings:** Elysian Luxe provides a broad range of services, such as lifestyle curation, property oversight, travel management, event planning, and exclusive access arrangements. Specific services will vary based on Membership tier.

**4.2 Request Processing:** Requests can be made via phone, email, or our designated Member portal. All requests are subject to availability, and Elysian Luxe retains discretion in accepting or declining requests that conflict with applicable laws, regulations, or ethical guidelines.

**4.3 Service Hours:** Our regular hours of operation are Monday to Friday, 9:00 AM to 5:30 PM CST. Requests outside of these hours may incur additional charges as outlined in Section 5.

**4.4 Limitations on Service:** We strive to fulfill all requests; however, availability is not guaranteed. Certain services may depend on third-party Supplier availability, location, season, and other factors.

**4.5 Supplier Engagement:** Elysian Luxe works with a network of vetted Suppliers to provide certain services. The contractual relationship for Supplier-provided services is directly between the Member and the Supplier, and the Supplier's terms and conditions will apply.

## **5. FEE SCHEDULE FOR ADDITIONAL SERVICES**

**5.1 After-Hours and Weekend Rates:** Requests fulfilled outside of regular service hours will incur a \$100/hour fee. Weekend and public holiday services are available at \$160/hour.

**5.2 Expedited Service:** Requests requiring less than 48 hours' notice may incur a surcharge of \$200/hour, reflecting the need for immediate resource allocation.

**5.3 Credit Card Convenience Fee:** Payments made via credit card will incur a 3% processing fee.

**5.4 Additional Services:** Services beyond the scope of Membership benefits will be charged at a rate of \$80/hour. You will be notified if your request exceeds included service hours.

## 6. PAYMENT CARD AUTHORIZATION

By providing your payment card information, you authorize Elysian Luxe to use it for approved payments to third-party Suppliers. Elysian Luxe will always notify you in advance of any charges.

## 7. CANCELLATIONS, REFUNDS, AND RETURNS

**7.1 Third-Party Cancellations:** Any cancellations of bookings or arrangements with third-party Suppliers are subject to the Supplier's cancellation policies. Elysian Luxe is not responsible for Supplier-imposed penalties or fees.

**7.2 Refunds for Cancellations:** Refunds for cancellations are governed by the Supplier's policy. Elysian Luxe will assist in the process but does not guarantee refunds from third parties.

**7.3 Returns and Exchanges:** Returns or exchanges for goods purchased through a Supplier are subject to the Supplier's policy. Elysian Luxe will communicate these policies upon request.

## 8. SUPPLIER LIMITATIONS AND BENEFITS

**8.1 Supplier Availability:** Services and benefits are subject to availability and may vary depending on the Supplier, location, and timing.

**8.2 Supplier Policies:** Members engaging Supplier services are bound by the Supplier's terms and conditions. Elysian Luxe will make reasonable efforts to ensure Suppliers provide high-quality service but cannot be liable for any Supplier action or inaction.

**8.3 Commissions:** Elysian Luxe may receive commissions from certain Suppliers. These arrangements allow us to offer preferential rates and exclusive benefits.

## 9. LIMITATION OF LIABILITY

**9.1 Service Availability:** While we strive to fulfill all requests, we do not guarantee the availability of specific services or third-party arrangements.

**9.2 Supplier Liability:** Elysian Luxe acts as an agent in introducing Members to third-party Suppliers and is not responsible for Supplier performance, quality, or actions.

**9.3 Limitation on Liability:** To the maximum extent permitted by law, Elysian Luxe's liability for any claim arising from the provision of services is limited to the fees paid by the Member for that service.

## 10. INDEMNIFICATION

Members agree to indemnify and hold Elysian Luxe harmless from any claims, damages, or losses arising from the Member's misuse of services or breach of these Terms.

## **11. FORCE MAJEURE**

Elysian Luxe is not liable for delays or service disruptions resulting from events beyond our control, including but not limited to natural disasters, pandemics, government restrictions, or third-party failures.

## **12. CONFIDENTIALITY AND NON-SOLICITATION**

**12.1 Confidentiality:** Information shared with Members in connection with services is confidential and should not be disclosed to third parties without Elysian Luxe's consent.

**12.2 Non-Solicitation:** Members agree not to directly engage or solicit Elysian Luxe's Suppliers or staff for services outside the scope of Elysian Luxe Membership for a period of one year following Membership termination.

## **13. INTELLECTUAL PROPERTY USE**

All content and materials provided by Elysian Luxe are protected by intellectual property laws and are intended solely for personal use. Reproduction, distribution, or commercial use is prohibited without prior written consent.

## **14. WAIVER, SEVERABILITY, AND GOVERNING LAW**

**14.1 Waiver:** Failure to enforce any right under these Terms does not constitute a waiver of that right.

**14.2 Severability:** If any provision of these Terms is deemed unenforceable, the remaining provisions shall remain in full effect.

**14.3 Governing Law:** These Terms are governed by the laws of Manitoba, Canada. Any disputes will be resolved under the jurisdiction of Manitoba courts.

## **15. NO PARTNERSHIP OR THIRD-PARTY RIGHTS**

These Terms do not create a partnership, joint venture, or agency relationship between you and Elysian Luxe. Third parties do not have rights to enforce any part of these Terms.

## **16. CHANGES TO TERMS AND CONDITIONS**

Elysian Luxe reserves the right to amend these Terms as needed to reflect changes in services or applicable laws. Members will be notified of significant updates.

## **17. CONTACT AND COMPLAINTS**

For inquiries, concerns, or feedback regarding our services or these Terms, please contact us. We value your satisfaction and will work promptly to address your concerns.