#### ETHEREAL FLOW STUDIOS - FULL TERMS & CONDITIONS

Effective Date: February 15, 2025

#### MODULE 0: DEFINITIONS

- "Ethereal Flow Studios" / "We" / "Us": Refers to the business entity that owns and operates ethereal-flow.co.uk.
- "User" / "You": Any person who accesses the website, purchases a product, or interacts with the services.
- "Services": All content, meditations, affirmations, audio tracks, and related offerings.
- **"Content"**: Voice recordings, scripts, frequencies, affirmations, visual materials, and downloadable files.
- "Custom Product": A bespoke meditation or affirmation made specifically for the user based on their submitted responses.
- "Third-Party Platforms": Services such as Etsy, YouTube, Stripe, or Google used to deliver or facilitate our services.

### MODULE 1: GENERAL TERMS OF USE

### 1.1 Acceptance of Terms

By accessing or using the website www.ethereal-flow.co.uk, purchasing digital content, or submitting an intake form, you agree to these legally binding Terms and Conditions. If you do not accept these terms, please discontinue use of our services.

### 1.2 About Us

Ethereal Flow Studios is a UK-based digital wellness brand offering personalized meditation, affirmation, and sound therapy experiences delivered via digital download.

### 1.3 Eligibility

You must be 18 years or older to purchase or submit information to Ethereal Flow. Use of our services implies you have the legal authority to enter into this agreement.

# 1.4 Service Availability

We reserve the right to modify, suspend, or discontinue our services (in part or whole) at any time without liability. We do not guarantee uninterrupted access to the site or our services. Scheduled maintenance or unexpected downtime may occur.

## 1.5 User Accounts (Future Use)

Some features of the Services may require registration or account creation. You agree to provide accurate, current, and complete information and to keep your login credentials confidential. You are responsible for all activity under your account. We reserve the right to suspend or terminate accounts suspected of unauthorized activity or breach of these Terms.

#### 1.6 Definitions

- "Services" include all digital products, consultations, custom meditations, and related offerings.
- "Content" refers to our voice recordings, scripts, frequencies, affirmations, visual media, and website materials.
- "User" refers to any client, visitor, or purchaser accessing our services.
- "Platform" means the digital environment through which Ethereal Flow services are accessed.

#### MODULE 2: DIGITAL PRODUCTS & CUSTOM ORDER POLICY

#### 2.1 Nature of Products

All offerings are digital and tailored to the user. Examples include:

- A 20-minute guided anxiety relief meditation with 432Hz frequencies and Lucy's voice
- A custom affirmation script for abundance based on user-selected themes

# 2.2 Production & Delivery Timeline

We aim to deliver custom meditations within 5–7 working days of receiving a complete intake form. All files are delivered via secure download links. Delivery delays may occur due to technical issues or missing user information. We are not responsible for late delivery if caused by user error (e.g., incorrect email address).

### 2.3 Personal Use Licence

Users are granted a limited, revocable, non-transferable, non-commercial licence to access and use the delivered content for personal purposes only. Unauthorized use includes:

- Sharing audio publicly
- Using meditations in commercial content or courses

• Uploading to YouTube, apps, or podcasts without permission Violation of this licence may result in legal action or IP enforcement.

#### 2.4 Refunds

Refunds are not provided once work has begun, except in cases of:

- Technical failure that cannot be resolved.
- Non-delivery after 14 working days without user response To request a refund, contact info@ethereal-flow.co.uk within 7 days of issue.

### 2.5 Order Accuracy

The accuracy of your intake form is critical. Incomplete, unclear, or misleading answers may lead to a product that does not meet expectations. Refunds will not be granted on the basis of inaccurate input provided by the user.

#### MODULE 3: HEALTH & RESULTS DISCLAIMER

#### 3.1 Non-Medical Nature of Services

Ethereal Flow is not a medical, psychiatric, or psychological service provider. Our products are wellness tools designed to support emotional and energetic wellbeing. Use of these tools is voluntary and at your discretion.

#### 3.2 No Substitute for Professional Care

Do not use our content as a replacement for therapy, medication, or emergency care. Our meditations are not designed for:

- Diagnosing mental health conditions
- Crisis management
- Substance misuse or trauma recovery (without support from a licensed provider)

# 3.3 Individual Results May Vary

Meditation and energetic practices may affect people differently. You may experience calm, emotional release, or nothing at all. We make no guarantees of outcome.

### 3.4 Use of Frequency Content

Some content may include binaural beats or Solfeggio frequencies. You must:

- Avoid listening while operating vehicles or heavy machinery
- Consult a medical professional if you have epilepsy, pacemakers, or audio sensitivity

## 3.5 Emergency Situations

If you are in crisis, experiencing suicidal thoughts, or require urgent care, contact emergency services or a mental health crisis line immediately. Ethereal Flow cannot offer immediate intervention.

### MODULE 4: PRIVACY & DATA USE

### 4.1 What We Collect

We collect personal data only when voluntarily provided via forms or purchase flows. This may include:

- Full name
- Email address
- Meditation intake responses
- Testimonials or feedback

#### 4.2 How We Use It

Your data is used for the following purposes:

- Crafting personalized audio
- Delivering purchased content
- Managing your client account
- Improving service quality

# 4.3 GDPR Rights (UK & EU)

You may:

- Request access to your stored data
- Request corrections
- Withdraw consent
- Request permanent deletion Contact info@ethereal-flow.co.uk to exercise these rights.

# 4.4 Data Sharing & Third Parties

We use secure platforms (Google Forms, Drive, Etsy, Stripe) to collect or transmit data. These services have independent privacy policies. Ethereal Flow is not liable for their handling of your data but commits to responsible use.

#### 4.5 Retention

Data is retained for up to 12 months following completion of your order unless required for legal or record-keeping purposes.

### MODULE 5: PLATFORM-SPECIFIC ADD-ONS

### 5.1 Etsy & Online Marketplaces

If you purchase via Etsy or any third-party platform, their terms of use also apply. Disputes should be addressed through the original platform before contacting Ethereal Flow.

# 5.2 YouTube Usage

Our YouTube meditations and videos are provided for educational and inspirational purposes. Do not:

- Use while driving
- · Treat content as professional advice
- Republish or download content without permission

# 5.3 App Content (Coming Soon)

All future mobile app content will be governed by additional terms, including:

- In-app purchase terms
- Subscription/cancellation policies
- Mobile device data permissions

# **5.4 Copyright Infringement**

To report unauthorized use of our materials: Email info@ethereal-flow.co.uk with:

- Your contact info
- Description of infringing use
- Link to the offending material

# MODULE 6: LIABILITY, ENFORCEMENT & DISPUTES

# **6.1 Limitation of Liability**

Ethereal Flow Studios is not responsible for any indirect, incidental, or consequential damages, including:

- Missed expectations
- Device malfunction while using content
- Emotional discomfort triggered by content

### 6.2 Indemnity

You agree to indemnify and hold harmless Ethereal Flow Studios, its owners, team, and collaborators from any claims or damages arising from your misuse of the content or violation of these terms.

#### **6.3 Enforcement of Terms**

We reserve the right to investigate and take legal action against any breach of these terms, including:

- Unauthorised commercial use
- Fraudulent submissions
- Copyright infringement

# **6.4 Intellectual Property Enforcement**

All content is protected under UK copyright, trademark, and intellectual property law. Unauthorised reproduction, distribution, or public display of our content (including meditations, scripts, visuals, and Lucy's voice recordings) may result in legal action.

We reserve the right to issue cease and desist letters, DMCA takedown requests, or pursue civil claims in cases of infringement.

#### 6.5 Jurisdiction

These Terms are governed by the laws of England and Wales. Any dispute shall be handled in UK courts.

#### 6.6 Class Action Waiver

You agree that any legal claim shall be brought only in your individual capacity and not as a plaintiff in any class or representative proceeding.

# MODULE 7: CHANGES, CONTACT & ACCESS

#### 7.1 Amendments

We reserve the right to change these Terms at any time. We will notify users by:

- Posting updates on our website
- Last Updated: August 1, 2025

# 7.2 Continued Use

Continued use of our services after changes are posted constitutes your acceptance.

# 7.3 Contact Details

**Ethereal Flow Studios** 

Email: info@ethereal-flow.co.uk

Website: www.ethereal-flow.co.uk

Registered in England & Wales

Ethereal Flow Studios Ltd

England