



Elevated Culture App — Terms of Service

TERMS OF SERVICE, AI AGREEMENT & PRIVACY POLICY

Last Updated: 12/26/2025

Company Name: Elevated Culture®

Business Address: 3001 N. New Jersey St, Indianapolis, IN

Contact Email: info@elevatedcultr.com

1. Acceptance of Terms

By downloading, accessing, or using the Elevated Culture mobile application, website, or related services (“Services”), you agree to be bound by these Terms of Service, AI Use Agreement, and Privacy Policy (collectively, the “Agreement”). If you do not agree, do not access or use the Services.

2. Eligibility

You must be at least **13 years of age** to use the Services. If you are under 18, you represent that you have permission from a parent or legal guardian.

3. Accounts

An account is required to access core features of the Services. You agree to provide accurate, current information and to maintain the confidentiality of your login credentials. You are responsible for all activity under your account. Elevated Culture LLC reserves the right to suspend or terminate accounts that violate this Agreement or pose risk to the platform or community.



4. Description of Services

Elevated Culture is a **subscription-based creative technology platform** that may include creative, educational, and wellness-inspired content; AI-assisted coaching and prompts; augmented reality (AR) experiences; community posts and uploads; and access to digital or physical products. Features may evolve over time.

5. Beta Services Disclaimer

Some or all features may be offered in **beta** form. During beta, features may change, malfunction, or be discontinued, and interruptions or data loss may occur. Beta Services are provided “**as is**”, without warranties.

6. Subscriptions & Payments

Elevated Culture offers subscription-based access. Payments may be processed through **Stripe, PayPal, Visa, and Mastercard**. If subscriptions are purchased through Apple App Store or Google Play, their billing, renewal, cancellation, and refund policies apply. Elevated Culture LLC does not store full payment card details.

7. Community Content & Conduct

Users may submit text, images, or other materials (“User Content”). You retain ownership of your User Content. By submitting content, you grant Elevated Culture LLC a **non-exclusive, worldwide, royalty-free license** to host, store, display, reproduce, and distribute such content solely for operating and improving the Services. Prohibited content includes harassment, hate speech, sexual content involving minors, content encouraging violence or self-harm, copyright infringement, spam, malware, or deceptive behavior. Elevated Culture LLC may remove content or suspend accounts at its discretion.



8. Intellectual Property

All content, software, branding, AI systems, designs, and platform features (excluding User Content) are owned by Elevated Culture LLC or licensed to it and may not be used without permission.

9. AI-Assisted Services Disclaimer

The Services include AI-assisted features, including an AI-based coach (“AI Services”). AI Services generate responses based on algorithms, patterns, and user inputs and **do not represent human judgment**. AI outputs may be incomplete, inaccurate, outdated, or inappropriate in certain contexts and are provided **for general informational, creative, and educational purposes only**.

10. No Professional Advice

AI Services and platform content do **not** provide medical, mental health, psychological, legal, or financial advice and are not substitutes for licensed professionals. Users should not rely on AI outputs to make decisions related to health, safety, legal matters, finances, or personal well-being.

11. User Responsibility & Judgment

You acknowledge that you are solely responsible for how you interpret and use AI-generated content and assume full responsibility for decisions, actions, or outcomes resulting from use of the Services. Use of AI Services is **at your own risk**.



12. No Emergency or Crisis Support

AI Services are **not designed for emergency or crisis situations**. If you are experiencing thoughts of self-harm, emotional distress, medical emergencies, or immediate danger, contact **911** or local emergency services immediately. Elevated Culture LLC is not liable for harm resulting from reliance on AI Services in emergency contexts.

13. AI Limitations, Safeguards & Prohibited Use

Elevated Culture LLC may modify, restrict, suspend, or discontinue AI Services at any time and implement safeguards to reduce misuse. You agree not to use AI Services to generate or promote illegal activity, self-harm, violence, impersonation, professional directives, or to reverse engineer or misuse AI systems. Violations may result in termination.

14. AI Intellectual Property

AI-generated outputs are provided for personal use within the Services and do not grant exclusive ownership rights. Outputs may be similar to those generated for other users. Elevated Culture LLC retains all rights to AI systems, training methods, prompts, and integrations.

15. Account & Data Deletion

Users may request account and data deletion at any time via in-app settings or by emailing info@elevatedcultr.com. Some data may be retained where legally required.



16. Third-Party Services & Infrastructure

Elevated Culture uses trusted third-party services including **Firebase** (authentication, analytics, crash reporting), **MongoDB** (secure data storage), **Stripe and PayPal** (payment processing), and **OAuth-based authentication services**. These providers act solely as service processors.

17. Privacy & Data Collection

Elevated Culture collects limited personal information such as name, email address, account data, community posts, subscription records, device and usage data, and diagnostics to operate and improve the Services. Optional permissions include camera access (for AR), media uploads, and notifications. Data is not sold.

18. AI Data Processing

User inputs to AI Services may be processed to generate responses, improve performance and safety, monitor misuse, and ensure system reliability. Users should not submit sensitive personal data. Elevated Culture LLC is not responsible for sensitive data voluntarily submitted to AI features.

19. Data Security & Retention

Reasonable administrative and technical safeguards are used to protect data, including encrypted data in transit. Data is retained only as long as necessary for operational or legal purposes.

20. Children's Privacy



The Services are not intended for children under 13, and data from children is not knowingly collected.

21. Disclaimer of Warranties

The Services are provided “**as is**” and “**as available**”, without warranties of any kind.

22. Limitation of Liability

To the fullest extent permitted by law, Elevated Culture LLC shall not be liable for errors or omissions in AI-generated content, decisions made based on AI outputs, emotional distress, personal injury, data loss, or indirect or consequential damages arising from use of the Services.

23. Governing Law

This Agreement is governed by the laws of the **State of Indiana**, without regard to conflict-of-law principles.

24. Changes to This Agreement

Elevated Culture LLC may update this Agreement from time to time. Continued use of the Services constitutes acceptance of changes.

25. Contact Information

For questions, support, or data requests:

[✉ info@elevatedcultr.com](mailto:info@elevatedcultr.com)