

Terms and Conditions

Last Updated: January 01, 2026

1. Acceptance of Terms

Welcome to Soulworx (“we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your access to and use of our website, mobile application, and related services (collectively, the “Services”). By accessing or using our Services, you agree to be bound by these Terms.

If you do not agree to these Terms, you may not access or use our Services. We reserve the right to modify these Terms at any time, and such modifications will be effective immediately upon posting.

2. Description of Services

Soulworx provides a platform for:

- Access to poetry, stories, and written content
- Video content and educational programs organized by channels
- Community membership with tiered access levels (Free, Premium, VIP)
- Event registration and RSVP management
- E-commerce services for purchasing products
- Discord community integration
- Calendar synchronization for events

3. Account Registration and Security

3.1 Account Creation

To access certain features of our Services, you must create an account. You may register using:

- Email and password
- OAuth providers (Google, Discord, or Apple)

You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete.

3.2 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized use of your account
- Ensuring that you log out of your account at the end of each session

We are not liable for any loss or damage arising from your failure to comply with these security obligations.

3.3 Account Termination

We reserve the right to suspend or terminate your account at any time, with or without notice, for conduct that we believe violates these Terms or is harmful to other users, us, or third parties, or for any other reason.

4. Membership Tiers and Subscriptions

4.1 Membership Tiers

We offer the following membership tiers:

- **Free Tier:** Access to first episodes of video channels and basic content
- **Premium Tier:** Access to all video content and premium features
- **VIP Tier:** All Premium features plus direct messaging access to administrators

4.2 Subscription Terms

- Subscriptions are billed on a recurring basis (monthly or annually) as selected during purchase
- Subscription fees are charged in advance for the billing period
- You will be charged automatically at the beginning of each billing cycle
- Subscription fees are non-refundable except as required by law or as stated in our refund policy

4.3 Cancellation

You may cancel your subscription at any time through your account settings or by contacting us. Cancellation will take effect at the end of your current billing period. You will continue to have access to premium features until the end of your paid period.

4.4 Price Changes

We reserve the right to modify subscription prices at any time. Price changes will be communicated to you in advance and will apply to subsequent billing cycles. Continued use of the Services after a price change constitutes acceptance of the new pricing.

4.5 Refunds

Refund requests are handled on a case-by-case basis. Generally, we do not provide refunds for subscription fees already paid, except:

- As required by applicable law

- In cases of technical issues preventing access to paid content
- At our sole discretion for exceptional circumstances

5. Payment Terms

5.1 Payment Processing

Payments are processed through Stripe, a third-party payment processor. By making a purchase, you agree to Stripe's terms of service and privacy policy.

5.2 Payment Information

You agree to provide current, complete, and accurate purchase and account information for all purchases. You agree to promptly update your account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

5.3 Failed Payments

If a payment fails, we may:

- Suspend your subscription until payment is received
- Attempt to charge your payment method again
- Cancel your subscription if payment cannot be processed

You are responsible for ensuring sufficient funds are available and that your payment method information is current and valid.

6. Content and Intellectual Property

6.1 Our Content

All content on our platform, including but not limited to text, graphics, logos, images, videos, audio, software, and the compilation thereof (collectively, "Content"), is the property of Soulworx or its content suppliers and is protected by copyright, trademark, and other intellectual property laws.

6.2 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and view Content for your personal, non-commercial use
- Access Content according to your membership tier
- Download Content only as explicitly permitted by the Services

6.3 Restrictions

You may not:

- Copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content without our prior written consent
- Remove any copyright, trademark, or other proprietary notices from Content
- Use Content for any commercial purpose without our express written permission
- Share your account credentials or allow others to access Content through your account
- Attempt to bypass or circumvent access restrictions based on membership tier

6.4 User-Generated Content

If you submit, post, or display content on our platform (“User Content”), you grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content.

You represent and warrant that:

- You own or have the necessary rights to grant the license above
- Your User Content does not violate any third-party rights
- Your User Content complies with these Terms and applicable laws

7. Acceptable Use

You agree not to use the Services to:

- Violate any applicable laws or regulations
- Infringe upon the rights of others
- Transmit any harmful, offensive, or inappropriate content
- Harass, abuse, or harm other users
- Impersonate any person or entity
- Interfere with or disrupt the Services or servers
- Attempt to gain unauthorized access to any portion of the Services
- Use automated systems (bots, scrapers) to access the Services without permission
- Reverse engineer, decompile, or disassemble any part of the Services
- Share account credentials or allow unauthorized access to your account

8. Discord Integration

8.1 Discord Account Connection

If you connect your Discord account to our Services:

- We may assign roles to your Discord account based on your membership tier
- You grant us permission to manage your Discord roles
- You are subject to Discord's Terms of Service in addition to these Terms

8.2 Discord Community Rules

When participating in our Discord community, you must comply with:

- These Terms and Conditions
- Discord's Terms of Service
- Community guidelines posted in the Discord server
- Any additional rules communicated by administrators

9. Events and RSVPs

9.1 Event Registration

When registering for events:

- You must provide accurate information
- You are responsible for attending events you register for
- Some events may require parental consent for minors

9.2 Cancellation

You may cancel your RSVP through your account or by contacting us. Please cancel as early as possible to allow others to attend.

9.3 Event Changes

We reserve the right to:

- Modify, postpone, or cancel events
- Change event locations, dates, or times
- Limit event capacity
- Refuse entry to events

We will make reasonable efforts to notify registered attendees of significant changes.

10. Products and E-Commerce

10.1 Product Information

We strive to provide accurate product descriptions, images, and pricing. However, we do not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free.

10.2 Pricing

All prices are in the currency displayed and are subject to change without notice. We reserve the right to correct pricing errors, even after an order has been placed.

10.3 Orders

- All orders are subject to product availability
- We reserve the right to refuse or cancel any order
- Orders may be subject to verification before processing

10.4 Shipping and Returns

Shipping and return policies are provided at the time of purchase. Please review these policies before completing your purchase.

11. Privacy

Your use of our Services is also governed by our Privacy Policy. Please review our Privacy Policy to understand how we collect, use, and protect your information.

12. Disclaimers

12.1 Service Availability

We strive to provide continuous access to our Services but do not guarantee:

- Uninterrupted or error-free operation
- That defects will be corrected
- That the Services are free of viruses or other harmful components

12.2 Content Accuracy

We do not warrant the accuracy, completeness, or usefulness of any Content. You rely on Content at your own risk.

12.3 Third-Party Content

Our Services may contain links to third-party websites or integrate with third-party services. We are not responsible for the content, privacy practices, or terms of service of third parties.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOULWORX, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,

INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR USE OR INABILITY TO USE THE SERVICES
- UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN
- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES
- BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES
- ERRORS OR OMISSIONS IN ANY CONTENT
- ANY OTHER MATTER RELATING TO THE SERVICES

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

14. Indemnification

You agree to indemnify, defend, and hold harmless Soulworx, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Services
- Your violation of any term of these Terms
- Your violation of any third-party right, including without limitation any copyright, property, or privacy right
- Any claim that your User Content caused damage to a third party

15. Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without regard to its conflict of law provisions.

15.2 Dispute Resolution Process

Any disputes arising out of or relating to these Terms or the Services shall be resolved through:

1. **Good Faith Negotiation:** Parties agree to attempt to resolve disputes through good faith negotiation
2. **Mediation:** If negotiation fails, disputes shall be submitted to mediation
3. **Arbitration:** If mediation fails, disputes shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization]

15.3 Class Action Waiver

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

16. Termination

16.1 Termination by You

You may terminate your account at any time by:

- Canceling your subscription (if applicable)
- Deleting your account through account settings
- Contacting us to request account deletion

16.2 Termination by Us

We may terminate or suspend your account and access to the Services immediately, without prior notice or liability, for any reason, including if you breach these Terms.

16.3 Effect of Termination

Upon termination:

- Your right to use the Services will immediately cease
- You will lose access to premium content and features
- We may delete your account and associated data
- Provisions that by their nature should survive termination will survive

17. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by:

- Posting the updated Terms on this page
- Updating the “Last Updated” date
- Sending an email notification (for significant changes)
- Displaying a notice on our platform

Your continued use of the Services after changes become effective constitutes acceptance of the updated Terms.

18. Miscellaneous

18.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Soulworx regarding the use of the Services.

18.2 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

18.3 Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term.

18.4 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction.

18.5 Force Majeure

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including natural disasters, war, terrorism, labor disputes, or internet or telecommunications failures.

19. Contact Information

If you have questions about these Terms, please contact us:

Email: Indianarotondo@soulworx.ca

Mailing Address:

Soulworx
18 Hilcrest Ave
Toronto, ON M2N 6T5
Canada

These Terms and Conditions are effective as of January 01, 2026 and apply to all users of Soulworx services.