

## Terms & Conditions

Last updated on May 8, 2024

Welcome to mindAvel!

We're delighted to welcome you on our site. These Terms and Conditions ("Terms") govern your use of mindAvel and the software, content, and services (collectively, "Services") offered through: our website [www.mindavel.com](http://www.mindavel.com) and its subdomains (the "Website").

Please read these terms carefully before you begin using the Services.

The terms "mindAvel," "us," or "we" refer to Venturizon GmbH, a software company that designed and built mindAvel, incorporated and operating in Berlin, Germany.

The term "you" refers to the user of the Services.

The term "device" refers to the device used to access the Services, including but not limited to smartphones, computers, and tablets.

By signing up for any of the Services or otherwise using or accessing them, you agree to be bound by these Terms and all applicable laws, rules, and regulations. By using the Services, you indicate your acceptance of these Terms and your agreement to comply with them. If you do not agree to these Terms, please refrain from using the Services.

You can contact us via email at [hello@mindavel.com](mailto:hello@mindavel.com). Please direct all correspondence regarding your use of the Services or these Terms to this email address.

### 1. OUR SERVICES

We offer a relationship coaching service based on communication with your personalised AI chatbot, also referred to as "AI coach", through a text interface.

#### 1.1. Medical disclaimer

mindAvel is a provider of software and content designed to improve your lifestyle and emotional well-being. However, we do not provide healthcare or medical devices, and our Services should not be considered as mental health services, medical care, or other professional services. Only your physician or other healthcare providers can provide such services. mindAvel does not make any claims, representations, or guarantees regarding the therapeutic benefits of the Services.

#### 1.2. Emergencies

The Services should not be used in emergencies. If you believe you have a medical or mental health emergency, please call 911 or visit the nearest open clinic or emergency room.

If you are contemplating or engaging in suicidal behavior, or if you feel that you pose a danger to yourself or others, you must immediately stop using the Services, call 911, or

inform the appropriate authorities or emergency medical personnel. Our Services are not designed for use in any of the aforementioned cases and cannot provide the assistance required.

### 1.3. Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without prior notice. You agree that mindAvel will not be held liable to you or any third party for any modification, suspension, or discontinuation of the Services.

## 2. MEMBERSHIP & SUBSCRIPTIONS

### 2.1. Joining as a member

To access and use the Services, you must register ("create an account") with mindAvel and become a mindAvel member. By registering for the Services, you confirm that you are legally able to enter into a contract and agree to provide accurate and complete information about yourself as prompted in the registration forms. The collection and use of your registration data and other information are governed by our Privacy Policy.

### 2.2. Membership responsibilities

You are responsible for maintaining the confidentiality of your password and account, if applicable, and you are fully accountable for any activities that occur under your password or account. You agree to (a) immediately inform mindAvel of any unauthorised use of your password or account or any other security breach, and (b) ensure that you log out of your account at the end of each session when accessing the Services. mindAvel will not be held liable for any loss or damage resulting from your failure to comply with this provision.

### 2.3. Benefits of membership

As a mindAvel Member, you will gain access to exclusive content, features, and functions of the Services that are not available to non-members.

By becoming a Member, you agree to receive occasional emails containing special offers, marketing materials, surveys, and communications related to the Services. You can easily unsubscribe from mindAvel's commercial emails by following the opt-out instructions provided. mindAvel memberships and subscriptions are non-transferable and cannot be sold, exchanged, or transferred in any manner.

### 2.4. Subscriptions

#### 2.4.1. Selecting a subscription program

Once you become a mindAvel member, you can choose to subscribe to a paid program or "paid subscription" by purchasing a subscription on our website that offers you full access to the Services.

#### 2.4.2. Maintaining a Paid Subscription

Our paid subscription requires monthly instalment payments processed by our payment provider Stripe.

You will only have access to a paid subscription while it remains active and in good standing. Failure to pay the subscription fee within 7 days after the due date will result in the termination of your membership.

Subscription fees will continue to be billed to the Payment Method you provided through the payment provider until cancelled. To avoid being billed for the next subscription period, you must cancel your subscription at least 5 business days before it renews. Refunds cannot be claimed for partial-month subscription periods. You can cancel your paid subscription by writing to [hello@mindavel.com](mailto:hello@mindavel.com).

#### 2.4.3. Refunds

Please note that if you purchase a subscription the sale is final, and we will not issue refunds with the exception of our “Money back guarantee”, wherein we will issue a refund if you are unsatisfied with our Services and write an email to [hello@mindavel.com](mailto:hello@mindavel.com) within the first 7 days after subscribing for the first time. Please state your account details such as registered email address and that you would like a refund. In this case we will also automatically cancel your subscription. The “Money back guarantee” is not valid for subsequent renewal subscriptions. The refund will be issued to the original payment method. Please allow up to 5 business days for us to process your refund request, which does not include the processing time required by our payment provider Stripe and your bank, credit card issuer or Paypal as we have no influence over their processes.

### 3. CANCELLATION OF SERVICES

#### 3.1. Cancellation by you

You have the option to cancel your Membership in the membership area. Please note that this action is irreversible, and all data associated with your use of the Services will be permanently removed. If you cancel your account, the cancellation of a Paid Subscription will take effect at the end of the current billing period. Please note that a minimum notice of 5 business days before it renews are required to cancel your Paid Subscription.

#### 3.2. Cancellation by us

We reserve the right to suspend or terminate your use of the Services if you engage in fraudulent activities or breach any obligations under these Terms. Such termination or suspension may occur without notice and immediately.

### 4. MOBILE SERVICES

Some of our Services can be accessed through mobile devices, which includes the ability to browse the Services and the Website, and access specific features through our website. If you access the Services using a mobile device, please note that your wireless service carrier may apply standard charges, data rates, and other fees.

### 5. CONDITIONS OF USE

### 5.1. User conduct

You are solely responsible for all content that you post, upload, publish, or display through the Services of mindAvel. This includes information, images, videos, data, code, text, software, music, sound, photographs, graphics, messages, or other materials. It is important to note that certain types of content and/or use are illegal or prohibited. mindAvel reserves the right to take appropriate legal action against any individual who violates this provision. This may include removing offending content, suspending or terminating accounts, and reporting to law enforcement authorities. When using the Services, you agree not to:

- Email or upload any content that infringes intellectual property or proprietary rights, violates laws or contractual obligations, contains viruses or harmful code, poses privacy or security risks, or engages in unsolicited advertising or solicitation.
- Interfere with or disrupt the Services, violate network regulations, or disobey any requirements, procedures, policies, or regulations.
- Violate any applicable laws or regulations.
- Impersonate others or misrepresent affiliations.
- Solicit personal information from individuals under the age of 18.
- Harvest or collect contact information for unsolicited communications.
- Advertise or engage in unauthorised business activities.
- Promote criminal activity or provide instructions on illegal activities.
- Attempt to access materials or information not intentionally made available through the Services.

### 5.2. Commercial use

The mindAvel Service is intended for personal use only. Unless expressly authorised, you agree not to engage in commercial activities involving any portion of the Services. This includes displaying, distributing, licensing, performing, publishing, reproducing, copying, modifying, selling, exploiting, or uploading for commercial purposes.

### 5.3. Use of mindAvel by minors

If you are under the age of 18, you are not permitted to use the mindAvel Services, whether or not you register for an account.

## 6. INTELLECTUAL PROPERTY RIGHTS

### 6.1. Service content, software, and trademarks

You acknowledge and agree that the mindAvel Services may contain protected content or features ("Service Content") governed by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Unless expressly authorised by mindAvel, you agree not to copy, modify, frame, scrape, sell, rent, loan, lease, distribute, or create derivative works based on the Services or the Service Content, except for your own legally uploaded User Content (as defined below). When using the Services, you will not engage in data mining, robots, scraping, or similar methods to gather or extract data. If mindAvel blocks your access to the Services, you agree not to circumvent such blocking measures. Unauthorised use of the Services or Service Content is strictly prohibited. The technology and software underlying the Services, including distributed components, belong to mindAvel, its affiliates, and partners ("Software"). You agree not to copy, modify, reverse engineer, sell, sublicense, or

transfer any rights in the Software. All rights not expressly granted herein are reserved by mindAvel.

Company, product, and service names and logos displayed via the Services may be trademarks or service marks of their respective owners, who may or may not be affiliated with mindAvel. The Terms of Service and the Services do not grant any license or right to use the mindAvel name or logo without prior written permission. Any goodwill generated from the use of the mindAvel name or logo will solely benefit mindAvel.

#### 6.2. Third-party material

mindAvel will not be liable for any content or materials provided by third parties, including users. This includes any errors, omissions, or damages incurred through the use of such content. mindAvel does not pre-screen content but reserves the right to refuse or remove any content available through the Services. mindAvel and its designees may remove content that violates the Terms of Service or is otherwise deemed objectionable. You are responsible for evaluating and assuming all risks associated with the use of any content, including its accuracy, completeness, or usefulness.

#### 6.3. User content transmitted through the Services

By uploading User Content or sharing it with others through the Services, you represent and warrant that you own all rights, including copyrights and rights of publicity, in and to such User Content. You grant mindAvel and its affiliated companies a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, perpetual, irrevocable licence to use your User Content for operating the Services or promoting, advertising, or marketing them in any form or medium now known or developed in the future.

Any submissions, such as comments, questions, suggestions, ideas, feedback, or other information provided by you to mindAvel, are non-confidential. mindAvel has the right to use and disseminate these submissions for any purpose, commercial or otherwise, without acknowledging or compensating you.

mindAvel may preserve and disclose content if required by law or in good faith belief that it is necessary to comply with legal processes, enforce the Terms of Service, respond to claims of third-party rights violation, or protect the rights, property, or safety of mindAvel, its users, or the public. Technical processing and transmission of the Services, including your content, may involve transmissions over various networks and modifications to conform to technical requirements.

#### 6.4. Copyright complaints

mindAvel respects intellectual property rights and asks users to do the same. If you believe that your work has been infringed, or your intellectual property rights have been violated, you should notify mindAvel in accordance with the procedure outlined below.

mindAvel will process and investigate notices of alleged infringement and take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable laws. To submit an infringement claim, email us at [hello@mindavel.com](mailto:hello@mindavel.com) (Subject line: "DMCA Takedown Request").

The notification must be in writing and include the following information:

- Your physical or electronic signature.
- Description of the copyrighted work or intellectual property being infringed.
- Location of the infringing material on the Services with sufficient detail for mindAvel to locate it.
- Your contact information, including address, telephone number, and email address.
- A statement, made under penalty of perjury, that you have a good faith belief that the disputed use is not authorised by the copyright or intellectual property owner, its agent, or the law.
- A statement that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorised to act on behalf of the owner.

Any infringement may result in the termination of user accounts and memberships at mindAvel's sole discretion.

## 7. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limitations regarding the use of the Services. This includes, but is not limited to, the maximum duration for which data or other content will be retained by the Services and the maximum storage space allocated on our servers for your use. You agree that mindAvel bears no responsibility or liability for the deletion or failure to store any data or content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate inactive accounts after an extended period of inactivity. Furthermore, we reserve the right to modify these general practices and limitations at any time, in our sole discretion, with or without prior notice.

## 8. THIRD-PARTY WEBSITES

The mindAvel Services may provide access to links or resources on the Internet that are operated by third parties. We want to emphasise that we have no control over such external sites and resources, and we do not endorse or take responsibility for them. You acknowledge and agree that mindAvel will not be held liable for any damages or losses arising from or related to the use of or reliance on any content, events, goods, or services available through these external sites or resources. Any interactions or transactions you engage in with third parties while using the Services are solely between you and the third party, and you agree that mindAvel is not responsible for any loss or claims you may have against such third parties.

## 9. WARRANTY, INDEMNIFICATION, AND LIABILITY

### 9.1. Indemnification and release

You agree to release, indemnify, and hold mindAvel, its affiliates, and their officers, employees, directors, and agents (referred to as "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable legal fees, rights, claims, actions, and

injuries (including death) arising from or related to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service, or your infringement of another person's rights. However, you are not obligated to indemnify or hold harmless any Indemnitee for any liability, losses, damages, or expenses resulting from the actions or inactions of that Indemnitee. If you are a resident of California, you waive the application of California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you reside in another jurisdiction, you waive any similar statute or doctrine.

#### 9.2. Disclaimer of warranties

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." MINDAVEL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

MINDAVEL MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

#### 9.3. Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MINDAVEL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MINDAVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (III) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL MINDAVEL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TO MINDAVEL IN THE LAST SIX (6) MONTHS, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE AGAINST YOU. IF YOU

ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE ABOVE SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE AS BROAD AS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS FOUND TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF THAT PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THOSE SECTIONS.

## 10. GENERAL CONDITIONS

### 10.1. Entire agreement

These Terms of Service constitute the entire agreement between you and mindAvel and govern your use of the Service, superseding any prior agreements between you and mindAvel with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content, or third-party software.

### 10.2. Termination

You acknowledge that mindAvel, at its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and delete any content within the Service for any reason, including, but not limited to, lack of use or if mindAvel believes that you have violated or acted inconsistently with the terms of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be reported to the appropriate law enforcement authorities. mindAvel may also, at its sole discretion and without prior notice, discontinue providing the Service or any part thereof. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and you acknowledge and agree that mindAvel may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Furthermore, you agree that mindAvel shall not be liable to you or any third party for any termination of your access to the Service.

### 10.3. User disputes

You acknowledge that you are solely responsible for your interactions with any other user in connection with the Service, and mindAvel shall have no liability or responsibility with respect to such interactions. mindAvel reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

### 10.4. Choice of law

These Terms of Service will be governed by the laws of Germany, without regard to its conflict of law provisions. Regarding any disputes or claims you and mindAvel agree to submit to the personal and exclusive jurisdiction of the courts located within Berlin, Germany. The failure of mindAvel to exercise or enforce any right or provision of these Terms of



Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of mindAvel, but mindAvel may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

## 11. YOUR PRIVACY

At mindAvel, we value the privacy of our users. For details, please refer to our Privacy Policy. By using the Service, you consent to the collection and use of personal data as outlined therein.

If you have questions, suggestions or concerns please contact us at [hello@mindavel.com](mailto:hello@mindavel.com) to report any violations of these Terms of Service or to ask us any questions regarding these Terms of Service or our Services.