

THE MINDSET REMIX BETA - TERMS OF SERVICE

Last Updated: March 1, 2025.

1. Acceptance of Terms

Welcome to the Mindset Remix Beta program ("Beta Program"), provided by The Mindful Spaces Group, LLC ("Company," "we," "us," or "our"). By registering for and participating in the Mindset Remix Beta Program and accessing or using the Mindset Remix AI tool (the "Service"), you ("Beta User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). Please read these Terms carefully before participating in the Beta Program. If you do not agree to these Terms, you should not register for or participate in the Beta Program.

2. Beta Program and Service Description

Mindset Remix is an AI-powered tool designed to provide personalized mindset support and action plans. The Beta Program is an opportunity for you to be among the first to use and test the Service and provide feedback to help us improve it before its full public release. **Please be aware that as a Beta Program, the Service is still under development and may contain bugs, errors, or inaccuracies. Features and functionality may change during the Beta Program.**

3. Eligibility for Beta Program

By participating in the Beta Program, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms.

4. User Accounts and Registration

To participate in the Beta Program, you will need to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your account password and for all activities that occur under your account. Notify us immediately of any unauthorized use or security breach of your account.

5. Use of the Service

- **License:** Subject to these Terms, we grant you a limited, non-exclusive, revocable, non-transferable license to access and use the Service solely for the purpose of participating in the Mindset Remix Beta Program.
- **Beta Use Only:** You agree to use the Service solely for beta testing purposes and in accordance with any instructions or guidelines provided by us.
- **Feedback:** You agree to provide us with feedback, suggestions, and bug reports regarding your use of the Service. This feedback is valuable to us for improving Mindset Remix. You acknowledge that we may use your feedback without any obligation to you.

- **No Medical or Professional Advice:** You understand and agree that Mindset Remix is NOT a substitute for professional medical advice, mental health treatment, therapy, or counseling. The Service is designed for personal development and informational purposes only. Always seek the advice of a qualified healthcare provider for any questions you may have regarding a medical condition or mental health concern. Never disregard professional medical advice or delay in seeking it because of something you have used or read in the Service.
- **Responsible Use:** You agree to use the Service responsibly and ethically. You will not use the Service for any unlawful purpose or in any way that could harm, disrupt, or negatively impact the Service or other users.

6. Intellectual Property

The Service and its original content, features, and functionality (including but not limited to text, graphics, logos, AI models, and software) are and will remain the exclusive property of The Mindful Spaces Group, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries.

7. Beta Program Nature and Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE MINDSET REMIX BETA PROGRAM AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

WE DO NOT WARRANT THAT:

- The Service will function uninterrupted, securely, or be available at any particular time or location.
- The Service will be error-free or that defects will be corrected.
- The results of using the Service will meet your requirements or expectations.
- Any information you obtain through the Service will be accurate or reliable.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MINDFUL SPACES GROUP, LLC, NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES, 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 (I) YOUR PARTICIPATION IN THE BETA PROGRAM OR YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE

SERVICE; (III) ANY CONTENT OBTAINED FROM THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Indemnification

You agree to defend, indemnify, and hold harmless The Mindful Spaces Group, LLC and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your participation in the Beta Program and use of the Service, b) your breach of these Terms, or c) your violation of any law or the rights of a third party.

10. Termination

We may terminate or suspend your access to the Beta Program and the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Service will immediately cease.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, United States, without regard to its conflict of law provisions.

12. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to participate in the Beta Program after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop participating in the Beta Program.

13. Contact Us

If you have any questions about these Terms, please contact us at: letschat@mindfulspaces.org.