

MIND FLOW – TERMS AND CONDITIONS & PRIVACY POLICY

Effective Date: 02/19/2026

These Terms and Conditions (“Terms”) govern your access to and use of the MindFlow Works LLC DBA MindFlow application, website, and related services (collectively, the “App”). By creating an account, purchasing a subscription, or clicking “I Agree,” you affirmatively acknowledge that you have read, understood, and agreed to these Terms and Conditions and Privacy Policy. If you do not agree, you must not use the App.

1. NATURE OF THE SERVICE

MindFlow Works LLC dba MindFlow is a self-guided journaling and emotional reflection tool for educational and personal development purposes only.

MindFlow Works LLC dba MindFlow does not:

- Provide medical advice
- Provide psychotherapy or counseling
- Diagnose, treat, cure, or prevent any mental health condition
- Provide crisis intervention
- Create a therapist-client or doctor-patient relationship
- The App is not a substitute for licensed medical or psychological care.

If you experience emotional distress, self-harm thoughts, suicidal ideation, or a mental health crisis:

- U.S.: Call or text 988 (Suicide & Crisis Lifeline)
- Outside U.S.: Contact local emergency services

The App is not intended for individuals experiencing severe or unmanaged mental illness.

2. AI FEATURES; INDEPENDENT JUDGMENT; NO RELIANCE

The App may include artificial intelligence (“AI”) features that generate automated prompts, reflections, or suggestions.

You acknowledge and agree:

- AI outputs are automatically generated, may be inaccurate or incomplete
- AI outputs are educational and suggestive only

- AI outputs are not reviewed or approved by licensed professionals
- You will exercise independent judgment and consult qualified professionals when appropriate
- AI outputs are not professional advice, and you agree not to rely on them for medical, legal, or therapeutic decisions AI outputs are generated automatically without human review.
- AI outputs are not personalized professional advice.

MindFlow Works LLC dba MindFlow is not liable for outcomes, actions, or emotional responses resulting from reliance on AI outputs.

3. USER ELIGIBILITY

You must be 18 years or older (or the age of majority in your jurisdiction) to use the App. By using the App, you represent that you have legal capacity to enter into this agreement.

4. USER RESPONSIBILITIES

You are solely responsible for:

- Content you enter
- Personal information you provide
- Decisions or actions based on App content

You may not:

- Use the App unlawfully
- Upload harmful, illegal, defamatory, or infringing content
- Interfere with App security or functionality

MindFlow Works LLC dba MindFlow does not pre-screen user content.

5. PRIVACY & PERSONAL DATA

MindFlow Works LLC dba MindFlow collects personal data you voluntarily provide, including:

- Your emotions, reflections, and journaling entries
- Experiences, thoughts, and events influencing your emotions
- Information about other people you choose to include
- Personal drawings and creative content
- History of your emotional journey

(Important) Do not include personal information about third parties without their consent.

All user data is stored exclusively in your account.

We use your data only to:

- Provide and maintain App functionality
- Allow you to review, export, or delete your content
- Improve the App in aggregated, anonymized, or de-identified form

- We do not sell or rent your data for advertising purposes.

Security: Data is encrypted in transit and at rest, and access is limited to authorized personnel. While we implement commercially reasonable safeguards, no system is completely secure. You assume inherent risks of digital transmission and storage.

User control:

- Export: Download entries and drawings anytime
- Delete: Permanently remove data
- Remove: Delete any content at your discretion

Deleted data is removed from active storage immediately. Residual backups may persist up to 30 days for disaster recovery and are permanently destroyed thereafter.

Third-party integrations:

Currently, MindFlow Works LLC dba MindFlow does not share user data with third parties. Future integrations will require explicit user consent, with notice of purpose and opt-in/opt-out options

External resources: The App may reference organizations such as the Hope for Healing Foundation. MindFlow Works LLC dba MindFlow is not affiliated with, endorsed by, or responsible for such organizations.

6. PAYMENTS AND SUBSCRIPTIONS

Billing Authorization: Subscriptions authorize recurring charges to your payment method.

Automatic Renewal: Subscriptions renew automatically unless canceled before renewal.

Refunds: Fees are non-refundable except as required by law.

Third-Party Marketplaces: Billing via Apple App Store or Google Play follows their rules; MindFlow Works LLC dba MindFlow is not responsible for their systems.

7. NO LIABILITY FOR USER CONTENT

You retain ownership of your entries. You are solely responsible for the legality and consequences of content you submit. MindFlow Works LLC DBA MindFlow does not monitor, control or process personal data for any purpose other than providing the functionality of the App. We are not responsible for any unauthorized access to, or use of, the data entered by third parties.

Users are solely responsible for the information they provide to MindFlow Works LLC DBA MindFlow. Users should not submit sensitive personal information unless they understand and accept the potential risks of data exposure.

MindFlow Works LLC DBA MindFlow shall not be liable for:

- Emotional reactions to your entries
- Consequences of disclosures
- Device compromise
- Unauthorized access outside our reasonable control
- Data usage by another party

While we take reasonable steps to protect data, we do not guarantee complete security. MindFlow Works LLC DBA MindFlow App is provided "AS IS," and we disclaim liability for any data breaches, unauthorized access, or other security incidents.

MindFlow Works LLC DBA MindFlow may allow data to be shared with or accessed by third-party services. We are not responsible for how third parties collect, store or use user data.

By using the App, the User agrees to indemnify and hold harmless MindFlow Works LLC DBA MindFlow Works LLC dba MindFlow Works LLC DBA MindFlow from any claims, damages, or losses arising from User's data being accessed or misused by others. Any integration or sharing requires user consent, but is not monitored by Mindflow Works LLC DBA MindFlow.

You retain ownership of your entries and are responsible for their legality and consequences. MindFlow Works LLC dba MindFlow:

- Does not monitor, control, or process personal data except as needed for functionality
- Is not responsible for unauthorized access by third parties

Users indemnify and hold MindFlow Works LLC dba MindFlow, its owners, employees, contractors, and agents harmless for any claims, damages, or losses resulting from data being accessed, disclosed, or misused.

8. INTELLECTUAL PROPERTY

All App software, design, branding, and content (excluding user entries) are owned by MindFlow Works LLC DBA MindFlow and protected by international intellectual property laws.

You receive a limited, non-exclusive, non-transferable license to use the App for personal, non-commercial purposes.

9.1. FEEDBACK

If you submit suggestions, ideas, or feedback, you grant MindFlow Works LLC DBA MindFlow a perpetual, worldwide, royalty-free license to use, modify, and incorporate such feedback without compensation.

9. PAYMENTS AND SUBSCRIPTIONS

Billing Authorization. By purchasing a subscription, you authorize recurring charges to your designated payment method.

AUTOMATIC RENEWAL (IMPORTANT)

Subscriptions automatically renew at the end of each billing cycle unless canceled before the renewal date. You authorize MindFlow Works LLC DBA MindFlow (or the applicable app marketplace) to charge your payment method on a recurring basis until cancellation. You are responsible for managing cancellations through your account or third-party marketplace. Failure to cancel before renewal will result in automatic billing.

Pricing Disclosure. All pricing and billing frequency will be clearly disclosed prior to purchase.

Refunds. Fees are non-refundable except where required by applicable law.

Third-Party Marketplaces

If you subscribe via Apple App Store or Google Play, billing and cancellation are governed by their respective terms. MindFlow Works LLC DBA MindFlow is not responsible for third-party billing systems.

10. MODIFICATION OF SERVICE

MindFlow Works LLC dba MindFlow may modify, suspend, or discontinue features at any time without liability.

11. BETA FEATURES

The App may offer experimental or beta features. Beta features are provided "AS IS" without warranties and may be modified or removed at any time.

12. DISCLAIMER OF WARRANTIES

The App is provided "AS IS" and "AS AVAILABLE."

To the fullest extent permitted by law, MindFlow Works LLC DBA MindFlow disclaims all warranties, express or implied.

We do not guarantee emotional outcomes, psychological improvement, uninterrupted service, or AI accuracy.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

MindFlow Works LLC DBA MindFlow shall not be liable for indirect, incidental, special, consequential, or emotional distress damages. Except where prohibited by law or arising from gross negligence or willful misconduct, total aggregate liability shall not exceed the fees paid by

you in the preceding 6 months. Liability does not cover gross negligence or willful misconduct except as required by law.

14. INDEMNIFICATION

You agree to indemnify and hold harmless MindFlow Works LLC DBA MindFlow from claims arising from:

- Your use or misuse of the App
- Violation of these Terms
- Violation of laws
- Infringement of third-party rights
- Content you submit
- Reliance on AI outputs

15. FORCE MAJEURE

MindFlow Works LLC DBA MindFlow shall not be liable for failures caused by events beyond reasonable control, including natural disasters, cyberattacks, infrastructure failures, AI content or government actions.

16. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

Any dispute shall be resolved through binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

You waive participation in class or representative actions.

Either party may bring individual claims in small claims court.

Arbitration fees shall be allocated as required by applicable consumer arbitration rules.

You may opt out of arbitration within 30 days of account creation by written notice to MindFlow Works LLC DBA WMindFlow@[gmail.com](mailto:WMindFlow@gmail.com). If arbitration is unenforceable in your jurisdiction, disputes shall be resolved exclusively in the courts of the laws of the State of Arizona Court.

17. GOVERNING LAW; CONSUMER RIGHTS

These Terms are governed by the laws of the laws of the State of Arizona Court.

If local law grants non-waivable consumer rights, those rights are not limited by these Terms.

18. EXTERNAL RESOURCES

The App may provide reference to external organizations, including the Hope for Healing Foundation. MindFlow Works LLC DBA MindFlow is not affiliated with, endorsed by, or responsible for any such organization. References are provided solely as additional resources for users.

19. ELECTRONIC COMMUNICATIONS

By using the App, You consent to receive electronic communications related to your account and these Terms.

20. EXPORT COMPLIANCE

You represent that you are not located in a sanctioned jurisdiction and will comply with applicable export laws.

21. ASSIGNMENT

MindFlow Works LLC DBA MindFlow may assign these Terms without restriction. You may not assign without written consent.

22. SEVERABILITY

If any provision is unenforceable, the remainder remains in effect.

23. ENTIRE AGREEMENT

These Terms and the Privacy Policy constitute the entire agreement between you and MindFlow Works LLC DBA MindFlow.