



Terms and Conditions

Welcome to Mind Motivations our iOS and Android mobile application (our “App”). These Terms and Conditions (the “Terms”) constitute a legal agreement between you the User (“User”) and Mind Motivations App [www.mindmotivations.com] with ABN [71 665 473 496] (hereinafter “Mind Motivations”, “we”, “us”, or “our”). Mind Motivations are only agreeing to provide the Services. You should print a copy of these Terms for future reference.

1. Terms of use

- 1.1. The provisions set out in these Terms govern your access to and your use of our App and shall constitute a legally binding agreement between you and us.
- 1.2. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our App.
- 1.3. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our App on these Terms.
- 1.4. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our App, you agree and acknowledge that:
 - 1.4.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - 1.4.2. you shall ensure that all Users of your Account abide by these Terms.
- 1.5. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.6. We reserve the right to, without any notice, explanation, or liability and in our sole discretion, refuse to allow you or suspend your access to our APP or your Account at any time, or remove or edit content (including content submitted by you) on our APP or on any of our affiliated websites (including social media pages).
- 1.7. We reserve the right to change, modify, suspend, or discontinue any portion of the Services, our App or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You acknowledge that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 1.8. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our App or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.



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2. Apple and Android Devices Licence Agreement

- 2.1. The following terms apply when you use our App obtained from either the Apple's, or Android's store (each an "App Distributor") to access our App:
 - 2.1.1. the License granted to you for our App is limited to a non-transferable License to use our App on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
 - 2.1.2. We are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this License contained in this Licence Agreement or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
 - 2.1.3. In the event of any failure of the App to conform to any applicable warranty, you may notify us using mindmotivationsapp@gmail.com and payment may be paused until the issue is resolved, the App Distributor will have no other warranty obligation whatsoever with respect to the App;
 - 2.1.4. You must comply with applicable third-party terms of agreement when using the App,
 - 2.1.5. You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this License contained in this Licence Agreement, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this Licence contained against you as a third-party beneficiary thereof.

3. Subscription

- 3.1. The App requires payment of subscription fees (annually or monthly, as elected by you) before you can access or use ("Fees").
- 3.2. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully. By purchasing the recurring subscription, you authorise us or our related corporations to automatically charge the Fees:
 - 3.2.1. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
 - 3.2.2. on the renewal date of the subscription period thereafter, without any further action by you.
- 3.3. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or any of the Services.
- 3.4. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 3.5. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 3.6. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third-party payment methods. We shall not be liable for any failure, disruption or error in connection with



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your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

- 3.7. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 3.8. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.

4. Your provision of information

- 4.1. When you provide information about yourself to us or to other users of our App, including when you create an Account, you agree to:
 - 4.1.1. provide accurate and current information, and not to provide information that attempts to impersonate another individual; and
 - 4.1.2. maintain and promptly update such information to keep it accurate and current.
- 4.2. If you provide any information about yourself that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, we retain the right to suspend or terminate any account you establish, decline to provide you with services on our App, and/or refuse any or all current or future use of our App or any portion thereof.
- 4.3. When you provide your email, you have given Mind Motivations authorisation to add you to our email list for the purposes of keeping the user up to date with information and content relating to Mind Motivations and Meditation.

5. Restrictions

- 5.1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - 5.1.1. not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our App or any of the contents therein for any commercial or other purposes;
 - 5.1.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our App nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our App or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - 5.1.3. not to provide or otherwise make available our App in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - 5.1.4. to include our copyright notice on all entire and partial copies you make of our App on any medium;
 - 5.1.5. to comply with all applicable technology control or export laws and regulations; and
 - 5.1.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our App or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.



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6. Intellectual Property Rights

- 6.1. You acknowledge that all intellectual property rights in our App anywhere in the world belong to us, that rights in our App are licensed (not sold) to you, and that you have no rights in, or to, our App other than the right to use them in accordance with these Terms.
- 6.2. You acknowledge that you have no right to have access to our App in source code form.
- 6.3. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the App, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our App in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4. Our status (and that of any identified contributors) as the authors of content on our App must always be acknowledged.
- 6.5. You must not use any part of the content on our App for commercial purposes not specified on our App without obtaining a license to do so from us or our licensors.
- 6.6. If you download any content on our App in breach of this Agreement, your right to use our APP will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. Warranties

- 7.1. While we make all efforts to maintain the accuracy of the information on our App , we provide the Services, App and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 7.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our App or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our App , the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

8. Events Beyond Reasonable Control

We will be not held responsible for any delay or failure to perform or comply with our obligations under these terms and conditions when the delay or failure arises from any cause which is beyond our reasonable control.

9. Limitation of Liability

- 9.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our App and any Related Content. You expressly agree that your use of the Services and our App , is at your sole risk.
- 9.2. You agree not to use the Services, our App and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our App or any other website or software) for:



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- 9.2.1. loss of profits, sales, business, or revenue;
- 9.2.2. business interruption;
- 9.2.3. loss of anticipated savings;
- 9.2.4. loss or corruption of data or information;
- 9.2.5. loss of business opportunity, goodwill or reputation; or
- 9.2.6. any other indirect or consequential loss or damage.
- 9.3. Nothing in these Terms shall limit or exclude our liability for:
 - 9.3.1. death or personal injury resulting from our negligence;
 - 9.3.2. fraud; and/or
 - 9.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 9.4. Our App is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 9.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our App. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services and our App which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 9.6. We are not responsible for any fraud or harm that you might suffer from engaging/meeting with other people.

10. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our App, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

11. Disclaimer

- 11.1. You agree you have read the disclaimer and will not listen to the hypnosis recordings whilst driving, walking, or operating heavy machinery.
- 11.2. Mind motivations advisors its users to listen to the hypnosis recordings in a quiet, comfortable safe space where they can close their eyes and relax, ideally without being disturbed. Users deciding other ways, Mind Motivations take no responsibilities for the consequences. Your use of the App is at your sole risk.
- 11.3. This App is intended to help you benefit from the positive effects of hypnosis and meditation. These recordings are not designed to be listened to by anyone suffering from epilepsy or severe mental health issues, including psychosis.



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- 11.4. The information, guidance, and recordings on the App are not intended to diagnose, treat, or cure any disease or illness. Our recordings should never be used as a substitute for your doctor or medical treatment.
- 11.5. If you are unsure about the suitability of these recordings, please consult a medical professional before listening

12. General Information

For more information regarding hypnosis, mind motivations, and our products, go to our website at www.mindmotivations.com

13. Other Important Terms

- 13.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 13.2. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 13.3. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter.
- 13.4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.5. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.6. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of Australia. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Queensland.