

Terms of Service.

THE MINDSET OPERATING SYSTEM LTD • EFFECTIVE DATE: 10 MARCH 2026 • LAST UPDATED: 11 AUGUST 2026

1. Introduction

These Terms of Service ("Terms") form a legally binding agreement between you (the "Customer", "you" or "your") and The Mindset Operating System Ltd, a company registered in England and Wales ("MindsetOS", "we", "us" or "our"), trading as MindsetOS.

By subscribing to, accessing, or using the MindsetOS platform at themindsetos.com (the "Platform"), including via our Stripe-powered payment process, you confirm that you have read, understood, and agree to be bound by these Terms, together with our Privacy Policy and Data Processing Agreement (collectively, the "Agreement").

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. If you do not have such authority, or if you do not agree to these Terms, you must not subscribe to or use the Platform.

2. Definitions

"Authorised Users" means the individuals within the Customer's organisation who are permitted to access and use the Platform under the Customer's subscription, up to the number of seats purchased.

"AI Coaching" means the artificial intelligence-powered coaching functionality provided through the Platform, based on the MindsetOS psychological framework.

"Content" means all text, data, information, video modules, coaching materials, assessments, reports, and other materials made available through the Platform.

"Customer Data" means all data, including personal data, inputted by the Customer or Authorised Users into the Platform, including assessment responses, coaching conversation history, and any other information provided during use of the Platform.

"Mindset Assessment" means the proprietary psychometric assessment tool within the Platform that maps users across the MindsetOS 7-mindset framework (Surviving through Flowing).

"Subscription" means the Customer's paid access to the Platform at the applicable pricing tier.

3. The Service

3.1 Platform description

MindsetOS is an AI-powered mindset coaching platform that provides:

- A proprietary Mindset Assessment mapping individuals across a 7-mindset framework
- AI-powered coaching conversations
- Video learning modules
- Individual mindset reports (team reports available depending on subscription tier or separate agreement)
- Administrative dashboards for organisational customers

3.2 Service availability

We will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, excluding planned maintenance and circumstances beyond our reasonable control. We do not guarantee uninterrupted or error-free access to the Platform.

3.3 Modifications to the service

We reserve the right to modify, update, or discontinue features of the Platform at any time. We will use reasonable efforts to notify you of any material changes that significantly reduce the core functionality of the service to which you have subscribed. Such notification will be provided at least 30 days in advance where practicable.

4. Subscription and payment

4.1 Pricing

Access to the Platform is offered at the prices and plans published at themindsetos.com/pricing, or as otherwise agreed in writing. Pricing is exclusive of VAT unless otherwise stated. We reserve the right to adjust pricing upon reasonable written notice, with changes taking effect at the start of the next subscription period.

4.2 Payment processing

All payments are processed securely via Stripe. By providing your payment details at checkout, you authorise us (via Stripe) to charge the applicable subscription fees. You are responsible for keeping your payment

information accurate and up to date.

4.3 Per-seat billing

Subscriptions are billed on a per-seat basis. Additional seats may be added during a subscription period and will be charged on a pro-rata basis for the remainder of that period. Removal of seats will take effect at the end of the current billing period.

4.4 Renewals

Annual subscriptions will automatically renew at the end of each subscription period unless cancelled at least 30 days before the end of the current period. You may cancel your subscription at any time via the cancellation link in the Platform or Stripe customer portal; cancellation will take effect at the end of the current billing period and you will retain access until that date. Alternatively, you may cancel by emailing us at the contact address in clause 16. We will send a renewal reminder at least 14 days before your renewal date.

4.5 Late payment

If any invoice remains unpaid for more than 14 days after the due date, we reserve the right to suspend access to the Platform until payment is received. Interest may be charged on overdue amounts at the rate of 4% per annum above the Bank of England base rate.

5. Licence and usage

5.1 Licence grant

Subject to these Terms and payment of the applicable fees, we grant you a non-exclusive, non-transferable, revocable licence to access and use the Platform for your internal business purposes during the subscription period. This licence extends to your Authorised Users only.

5.2 Usage restrictions

You shall not, and shall ensure that your Authorised Users do not:

- Copy, modify, distribute, sell, lease, sublicense, or create derivative works based on the Platform or its Content
- Reverse engineer, decompile, disassemble, or attempt to extract the source code of the Platform
- Use the Platform for any unlawful purpose or in any manner that could damage, disable, or impair the Platform
- Share login credentials between individuals or allow access by anyone other than Authorised Users

- Use automated scripts, bots, or other means to access the Platform in a manner not intended by us
- Attempt to gain unauthorised access to any part of the Platform, other accounts, or systems connected to the Platform
- Use the Platform to develop a competing product or service
- Remove, obscure, or alter any proprietary notices or branding on the Platform

5.3 Acceptable use of AI Coaching

The AI Coaching feature is designed to support professional development and mindset growth. It is not a substitute for professional psychological therapy, counselling, or medical advice. You acknowledge and agree that:

- AI Coaching outputs are generated by artificial intelligence and should be treated as developmental guidance only
- MindsetOS does not provide clinical, therapeutic, or medical services
- Users experiencing mental health difficulties should seek support from a qualified professional

6. Intellectual property

6.1 Our intellectual property

All intellectual property rights in the Platform, including but not limited to the software, the 7-mindset framework, assessment methodology, AI coaching architecture, video content, branding, and all associated Content, are and shall remain the exclusive property of MindsetOS (or its licensors). “MindsetOS” is a registered trademark of The Mindset Operating System Ltd. You may not use the MindsetOS name, logo, or trademarks in any manner without our prior written consent. Nothing in these Terms transfers any intellectual property rights to you.

6.2 Customer Data

You retain all ownership rights in your Customer Data. By using the Platform, you grant us a limited, non-exclusive licence to process, store, and use your Customer Data solely for the purpose of providing and improving the Platform and our services to you. We will not sell your Customer Data to third parties.

6.3 Aggregated and anonymised data

We may create aggregated, anonymised, or de-identified data derived from Customer Data or usage of the Platform ("Aggregated Data"). Such Aggregated Data will not identify you or any individual Authorised User. We may use Aggregated Data for research, product improvement, benchmarking, and marketing purposes.

6.4 Feedback

If you provide suggestions, ideas, or feedback about the Platform ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free licence to use, modify, and incorporate such Feedback into our products and services without any obligation to you.

7. Data protection

7.1 Compliance

Both parties shall comply with all applicable data protection legislation, including the UK GDPR, the Data Protection Act 2018, and (where applicable) the EU GDPR, the Australian Privacy Act 1988, and the California Consumer Privacy Act (CCPA).

7.2 Roles

For the purposes of data protection legislation, the Customer is the data controller and MindsetOS is the data processor in respect of Customer Personal Data processed through the Platform. The specific terms governing our data processing activities are set out in our Data Processing Agreement, which is incorporated into these Terms by reference.

7.3 Security

We implement appropriate technical and organisational measures to protect Customer Data, including encryption in transit and at rest, access controls, regular security assessments, and incident response procedures. Details of our security measures are available on our [Trust and Security page](#). A list of sub-processors used in the delivery of the Platform is maintained in our [Privacy Policy](#).

7.4 Data breach notification

In the event of a personal data breach affecting Customer Data, we will notify you without undue delay and in any event within 72 hours of becoming aware of the breach, providing sufficient information to enable you to fulfil your own notification obligations under applicable data protection law.

7.5 Data retention and deletion

Upon termination of your subscription, we will make Customer Data available for direct export for a period of 30 days. Broader data retention and anonymisation schedules are governed by our Privacy Policy. You may request earlier deletion by contacting us in writing.

8. Confidentiality

Each party agrees to keep confidential any information disclosed by the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Neither party shall disclose the other's Confidential Information to any third party except as required by law, regulation, or court order, or to professional advisers bound by duties of confidentiality.

This obligation of confidentiality shall survive termination of these Terms for a period of three (3) years.

9. Limitation of liability

9.1 Exclusions

Nothing in these Terms shall limit or exclude either party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be lawfully limited or excluded.

9.2 Limitation

Subject to clause 9.1, our total aggregate liability to you under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by you to us in the 12-month period immediately preceding the event giving rise to the claim.

9.3 Indirect losses

Subject to clause 9.1, neither party shall be liable to the other for any indirect, special, incidental, or consequential loss or damage, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunity, or loss of goodwill, howsoever arising.

9.4 No warranty

The Platform is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we disclaim all warranties, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Platform will meet your specific requirements or that it will be uninterrupted, secure, or error-free.

10. Indemnification

You agree to indemnify and hold harmless MindsetOS, its directors, officers, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with: your use of the Platform in violation of these Terms; any breach of your obligations under these Terms; or any claim that your Customer Data infringes the intellectual property rights or other rights of a third party.

11. Term and termination

11.1 Term

These Terms commence on the date you first subscribe to the Platform and continue for the duration of your subscription, unless terminated earlier in accordance with this clause.

11.2 Termination for convenience

You may cancel your subscription at any time via the cancellation link in the Platform or Stripe customer portal, or by emailing us at the contact address in clause 16. Cancellation will take effect at the end of the current billing period and you will retain full access to the Platform until that date. No refunds will be issued for the unexpired portion of a subscription period. We may elect not to renew your subscription by providing you with email notice at least 30 days before the end of the then-current subscription period.

11.3 Termination for cause

We may suspend or terminate your access to the Platform immediately if: you breach these Terms; your subscription fees remain unpaid for more than 14 days; or we reasonably believe your use of the Platform poses a security risk, may harm other users, or violates applicable law. Where practicable, we will notify you by email before or promptly after taking such action.

11.4 Effects of termination

Upon termination: your licence to access and use the Platform will immediately cease; you must ensure all Authorised Users discontinue use of the Platform; we will make Customer Data available for export for 30 days following termination, after which it will be securely deleted; any accrued rights and obligations, including payment obligations for the period up to termination, shall survive.

11.5 Survival

Clauses that by their nature should survive termination shall continue in force, including clauses relating to intellectual property, limitation of liability, indemnification, confidentiality, and governing law.

12. Cooling-off period

If you are a consumer (an individual acting for purposes outside your trade, business, or profession), you may have a statutory right to cancel your subscription within 14 days of purchase under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To exercise this right, please contact us at the email address below. If you have accessed or used the Platform during the cooling-off period, we may deduct a proportionate amount for services already provided.

This clause does not apply to business-to-business subscriptions.

13. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, pandemics, government actions, strikes, fire, flood, cyber-attacks, internet or telecommunications failures, or third-party service provider outages. The affected party shall use reasonable efforts to mitigate the effect of the force majeure event and shall resume performance as soon as reasonably practicable.

14. General provisions

14.1 Entire agreement

These Terms, together with the Privacy Policy, Data Processing Agreement, and any applicable order form or statement of work, constitute the entire agreement between the parties and supersede all prior agreements, understandings, and representations relating to the subject matter.

14.2 Amendments

We may update these Terms from time to time. Material changes will be notified to you at least 30 days in advance via email or through the Platform. Continued use of the Platform after the effective date of any changes constitutes your acceptance of the updated Terms.

14.3 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of our assets.

14.4 Severability

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

14.5 Waiver

No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

14.6 Third-party rights

A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

14.7 Notices

Any notices required under these Terms shall be in writing and sent by email. Notices to MindsetOS should be sent to the contact email address specified below. Notices to the Customer will be sent to the email address associated with the Customer's account.

15. Governing law and disputes

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Nothing in this clause shall prevent either party from seeking interim injunctive relief in any court of competent jurisdiction.

16. Contact us

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

- The Mindset Operating System Ltd
 - Britannia Court, Moor Street, Worcester, England, WR1 3DB
 - Email: admin@themindsetos.com
 - Website: themindsetos.com
-

Acceptance

By clicking "I agree" or "Subscribe" during the Stripe checkout process, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.