

BreakFree Mindset

Terms of Use

Effective Date: May 7, 2026

1. Acceptance of Terms

Welcome to BreakFree Mindset. By accessing our website at breakfree-mindset.com or using any of our services — including WhatsApp accountability messaging — you agree to be bound by these Terms of Use. If you do not agree to these terms, please do not use our services.

These Terms constitute a legally binding agreement between you ("User," "you," or "your") and BreakFree Mindset ("Company," "we," "our," or "us").

2. Description of Services

BreakFree Mindset provides an AI-assisted accountability partner service delivered primarily through WhatsApp messaging. Our services include:

- Automated accountability check-ins and nudges via WhatsApp
- Personalized motivational messages based on your stated goals
- Goal tracking and progress monitoring
- Access to our website and any associated resources

We reserve the right to modify, suspend, or discontinue any aspect of our services at any time with reasonable notice.

3. Eligibility

To use our services, you must:

- Be at least 16 years of age
 - Have the legal capacity to enter into a binding agreement
 - Provide accurate and complete registration information
 - Have a valid WhatsApp account and phone number
 - Not be prohibited from receiving our services under applicable laws
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4. User Account and Registration

When you register for our services, you agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your account information
- Keep your account credentials confidential
- Notify us immediately of any unauthorized use of your account
- Accept responsibility for all activities that occur under your account

We reserve the right to suspend or terminate accounts that violate these Terms or contain false information.

5. WhatsApp Messaging Terms

By enrolling in our WhatsApp accountability service, you expressly consent to:

- Receiving automated messages from BreakFree Mindset via WhatsApp
- Messages being generated and personalized using AI technology
- Your responses being stored and used to improve your experience

Opt-Out: You may opt out of WhatsApp messages at any time by replying STOP to any message or by contacting us at hello@breakfree-mindset.com. Standard message and data rates from your carrier may apply.

Important: Our service uses automated messaging technology. While messages are personalized to your goals, they are generated by automated systems and do not constitute professional coaching, therapy, or medical advice.

6. Acceptable Use

You agree to use our services only for lawful purposes and in accordance with these Terms. You agree NOT to:

- Use the service for any illegal or unauthorized purpose
 - Submit false or misleading information
 - Attempt to gain unauthorized access to our systems
 - Use the service to harass, abuse, or harm others
 - Interfere with or disrupt the integrity of our services
 - Copy, reproduce, or redistribute our content without permission
 - Use automated tools to scrape or access our services
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7. Payments and Subscriptions

7.1 Fees

Certain features of our service may require payment. All fees are stated in US dollars and are non-refundable unless otherwise specified.

7.2 Subscriptions

Subscription plans automatically renew at the end of each billing period unless cancelled. You may cancel your subscription at any time through your account settings or by contacting us.

7.3 Refunds

We offer a satisfaction guarantee for first-time subscribers. If you are not satisfied within the first 7 days of service, contact us at hello@breakfree-mindset.com for a full refund.

8. Intellectual Property

All content on breakfree-mindset.com — including text, graphics, logos, images, and software — is the property of BreakFree Mindset and is protected by applicable intellectual property laws.

You are granted a limited, non-exclusive, non-transferable license to access and use our services for personal, non-commercial purposes. You may not reproduce, distribute, or create derivative works without our express written permission.

9. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT:

- Our services will be uninterrupted or error-free
- Results obtained from our services will be accurate or reliable
- Any defects will be corrected

BreakFree Mindset is an accountability support tool and does not provide professional coaching, therapy, counseling, or medical advice. Our service is not a substitute for professional mental health support.

10. Not a Crisis or Emergency Service

BreakFree Mindset is designed exclusively for individuals who are in a stable state of wellbeing and are seeking to improve their daily habits, routines, and mindset through consistent, intentional action. Our platform is built for “everyday growth” — supporting people who want to become better versions of themselves mentally, physically, emotionally, and financially, but who do not require clinical or emergency intervention.

BreakFree Mindset is **not** equipped, staffed, or intended to provide support for acute mental health crises or emergencies. This includes, but is not limited to: suicidal thoughts or ideation, acute depression or severe mental health episodes, any immediate risk of harm to yourself or others, psychiatric emergencies, or situations requiring urgent professional intervention. Our automated messaging and coaching tools are not a substitute for licensed mental health professionals, therapists, counselors, or emergency services.

If you or someone you know is experiencing a mental health emergency, please contact emergency services (911 in the US) or a crisis helpline immediately, such as the 988 Suicide and Crisis Lifeline (call or text **988** in the US). Do not rely on BreakFree Mindset in any situation that requires immediate professional care. By using our services, you acknowledge and agree that BreakFree Mindset is not designed for crisis intervention and that you are responsible for seeking appropriate professional help when needed.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BREAKFREE MINDSET SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF OUR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR GOODWILL.

Our total liability to you for any claims arising from these Terms or your use of our services shall not exceed the amount you paid us in the 3 months preceding the claim.

12. Indemnification

You agree to indemnify, defend, and hold harmless BreakFree Mindset and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, or expenses (including legal fees) arising from your use of our services or violation of these Terms.

13. Privacy

Your use of our services is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at breakfree-mindset.com/privacy-policy.

14. Third-Party Services

Our services integrate with third-party platforms including WhatsApp (Meta), Twilio, and others. Your use of these platforms is governed by their respective terms of service. We are not responsible for the practices of third-party services.

15. Termination

We may terminate or suspend your access to our services immediately, without prior notice, if you violate these Terms or engage in conduct we determine to be harmful to other users or our business.

Upon termination, your right to use our services will immediately cease. Provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, and limitations of liability.

16. Governing Law

These Terms shall be governed by and construed in accordance with applicable laws. Any disputes arising from these Terms or your use of our services shall be resolved through binding arbitration or in the courts of competent jurisdiction.

17. Changes to Terms

We reserve the right to modify these Terms at any time. We will provide notice of significant changes by posting the updated Terms on our website and updating the effective date. Your continued use of our services after changes constitutes your acceptance of the revised Terms.

18. Contact Us

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

BreakFree Mindset

Email: hello@breakfree-mindset.com

Website: breakfree-mindset.com