

# Mindspace

# Terms of Use

Effective Date: May 1, 2025

Last Updated: May 20, 2025

MANDATORY BINDING ARBITRATION. THIS Mindspace. END USER AGREEMENT CONTAINS A LEGALLY BINDING MANDATORY ARBITRATION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS PROVISION GOVERNING DISPUTES ARISING FROM YOUR USE OF Mindspaces.'s SERVICES. THIS PROVISION AFFECT YOUR LEGAL RIGHTS AS DETAILED IN SECTION 14 BELOW. PLEASE REVIEW THIS PROVISION CAREFULLY BEFORE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT.

This Mindspace. End User Agreement, and any addenda, order forms, exhibits, schedules, appendices, and amendments thereto and incorporated herein (collectively, "Agreement") is a legally binding agreement between you, the end user of Mindspaces.'s websites, mobile and other applications, products, services, software, and accompanying documentation (each, a "Service," collectively, "Services") and any entity that you represent ("you," "your"), and Mindspace. and its affiliates ("Mindspace" "we," "our," or "us").

Mindspace is provided and operated by  
QLaunch GmbH,  
202 Weserstraße,  
12047, Berlin  
Germany

CONTACTING Mindspace. Please direct all notices, questions, and/or concerns related to the Services and/or this Agreement to [officially@qlaunch.de](mailto:officially@qlaunch.de).

BY ACTIVATING, USING, AND/OR ACCESSING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE, OR THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION (IF DIFFERENT THAN 18), AND YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO LEGALLY-BINDING AGREEMENTS ON YOUR OWN BEHALF, AND YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACTIVATE, USE, AND/OR ACCESS THE SERVICES.

Certain Services have the following additional Agreement addenda ("Addenda"), which cover the terms and conditions applicable to your use of such Services. Other Mindspace. policies listed below also constitute Addenda. These Addenda are incorporated into and are made a part of this Agreement by this reference. In case of any direct conflict between the terms of an Addendum and this Agreement, unless expressly otherwise indicated in this Agreement,

the terms of the Addendum shall govern with respect to the Service(s) covered by the Addendum.

## **1. AMENDMENTS**

Mindspace may modify this Agreement at any time for any reason, including, without limitation, in order to reflect changes to applicable law or changes to our Services. You should review this Agreement regularly. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Updated:" at the beginning of this Agreement. If you do not accept any of the modifications made to this Agreement, your sole and exclusive remedy is to terminate your use of the Services.

## **2. DURATION AND TERMINATION**

### **transfer from trial subscription to paid subscription**

2.1 Your Mindspace Pro Subscription is valid for one week, month or one year from the date of the conclusion as you choose.

2.2 After conclusion of the contract for the Yearly Subscription, a free trial subscription of no more than three days begins, in which you can use Mindspace Pro Subscription free of charge. If you have not deactivated the automatic renewal and the related conversion of the Trial Subscription into a paid subscription in your iTunes account at least 24 hours before the end of the free Trial Subscription, the paid Yearly Subscription begins hereafter. Of course, you can also subscribe for a paid subscription before the Trial Subscription expires. In this case, any unused portion of the Trial Subscription will be forfeited. For clarification: The Trial

Subscription is only available to you when you select the Yearly Subscription or Weekly Subscription with Trial. After the Trial Subscription has expired, a paid Yearly Subscription or Weekly Subscription begins.

2.3 After the expiration of the previous Week, Month respectively Contract Year, your paid Mindspace Pro Subscription will automatically renew for another Week, Month respectively Contract Year if you do not deactivate automatic renewal in your iTunes account settings at least 24 hours before the end of the respective Contract Week, Month respectively Contract Year. For clarification: In the case of a Monthly Subscription, your Mindspace Pro Subscription is automatically renewed for another Contract Month; in the case of an Annual Subscription, your Mindspace Pro Subscription is automatically renewed for another Contract Year.

2.4 You can cancel your Trial Subscription or paid Mindspace Pro Subscription at any time by turning off automatic renewal in your iTunes account. This must be done at the latest 24 hours before the end of the Trial Subscription or paid subscription to avoid payment. The termination will take effect the day after the last day of the Trial Subscription period. The Mindspace Pro Subscription functionalities are then no longer available to you.

### **3. PAYMENT AND INVOICING**

The provision of the free version „Mindspace" shall be free of charge.

In all other cases, you shall pay the fee agreed upon during conclusion of the Agreement in the relevant App Store. Payment falls due prior to download of the Apps.

All payments and prices are understood to include the statutory value-added tax currently in effect at the time

Invoices will be issued electronically based on client's request max up to 15th day of next month from what initial purchase was made.

## **4. REFUND POLICY**

Apple In-App Purchase refunds can be claimed at (<https://expresslane.apple.com>).

In our experience, it can take up to ten (10) days after cancellation to receive a refund. Mindspace does not control, and is not responsible for, the third-party payment processors' refund process. In certain cases, we may not be able to refund the applicable Fee via the same third-party payment processor used to pay us such Fee. In such cases, you will work with us to process the refund of the applicable Fee by other means.

**TAXES.** You will pay all applicable taxes, including, without limitation, value-added, use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees and surcharges, on your purchase and/or use of the Services, whether charged to you or to Mindspace, immediately when due. You will pay all applicable third-party fees, including, without limitation, telephone toll charges, mobile carrier fees, internet service provider charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees. Mindspace is not responsible for

the above-described taxes and third-party fees. You may not withhold any amounts for the above-described taxes and third-party fees from the Fees.

## **5. ELECTRONIC AGREEMENT AND COMMUNICATIONS**

By activating, accessing, and/or using the Mindspace, you agree and consent to:

- transact business related to the Mindspace with us electronically;
- receive all documents, notices, communications, invoices, policies, agreements, and contracts, including, without limitation, this Agreement (each, a "Disclosure"; "collectively, Disclosures"), from us electronically; and
- agree to the Disclosures in the same manner as if the Disclosures were made on paper, and your signature, if required by applicable law, were a "wet-ink" signature. All Disclosures in either electronic or paper format from us to you will be considered "in writing."

**5.1 ELECTRONIC COMMUNICATIONS. SCOPE.** We will provide Disclosures to you electronically either via the email address we have for you on file or through the Services. We will not send you a paper copy of any Disclosure unless we deem it appropriate to do so. You may obtain a paper copy of an electronic Disclosure by printing it. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure that you have authorized us to provide electronically. We may choose to discontinue electronic Disclosures at any time, in our discretion.

**5.2 SOFTWARE AND HARDWARE REQUIREMENTS.** In order to receive, access, and retain Disclosures electronically, you must meet the following computer hardware and software requirements: access to the internet; an email account and the ability to receive email through internet; a web browser which is SSL-compliant and supports secure sessions, or the equivalent software; and hardware capable of running this software.

**5.3 WITHDRAWING YOUR CONSENT.** You can withdraw your consent to electronically receive Disclosures by contacting us by using the means indicated above in the "CONTACTING Mindspace" paragraph. In the event that you withdraw consent to transact business with Mindspace. electronically, in our sole discretion, we may immediately terminate this Agreement and your access and/or use of the Services.

## **6. OWNERSHIP**

Except as stated in this Agreement, we do not grant to you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Services. You agree and acknowledge that in providing the Services, Mindspace. utilizes (i) the name, logo, and domain name of the product names associated with the Services and other trademarks, (ii) certain audio and visual information, documents, software and other works of authorship, and (iii) other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or

information that is protected by intellectual property rights owned or licensed by Mindspace. ("Mindspace. IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Mindspace. IP Rights are granted to you, and all such rights are hereby expressly reserved.

## **USER CONTENT**

"Content" means any material, including, without limitation, audio files, video files, electronic documents, or electronic images;

"Share" or "Sharing" means (to) email(ing), post(ing), transmit(ing), upload(ing), or otherwise make(ing) available.

By uploading your Content to the Services, you grant Mindspace. a nonexclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Content. Some of our Services may allow you to Share your Content with other Mindspace users or to make it publicly available. Other Mindspace users and other third parties may use, copy, modify, or re-share your Content that you Share. Mindspace does not monitor or control your Sharing of your Content. You are responsible for setting the limitations on Sharing and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the Services may default to their most permissive setting. Mindspace may, but is not obligated to, reject, move, edit, or delete any Content that is contributed to the Services. You may revoke this license to your Content and terminate our rights at any time by removing your Content from the Services. We may retain copies of your Content in accordance with our Privacy



Policy. We may, in our sole discretion, at any time, create limits on the file size, storage space, and other similar limits regarding the uploading of your Content to any of our Services.

## **PRIVACY**

You agree and acknowledge that Mindspace.'s Privacy Policy is incorporated into this Agreement by this reference. Mindspace's Privacy Policy can be found [here](#). Please review Mindspace's Privacy Policy carefully.