

Terms of Service – Mindset-ul Rezultatelor

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Note on language: This document is an English translation of the Romanian original ("Termeni și Condiții"). In case of any discrepancy, **the Romanian version prevails** as the legally binding text. The Romanian original is available at: [termeni-si-conditii.html](#)

Operator

SC WEST MOUNTAING TRAINING SRL

Tax ID (CUI): 43545060

Registered office: Constanța, Romania

E-mail: businessmihai123@gmail.com

(hereinafter "the Operator", "we", or "West Mountaing Training")

1. Acceptance of Terms

These Terms of Service ("Terms") govern the use of the mobile application "Mindset-ul Rezultatelor" ("the Application") and related services.

By installing, creating an account, or using the Application, you **fully and unreservedly accept** these Terms, as well as the [Privacy Policy](#).

If you do not agree with these Terms, do not install or use the Application.

2. Definitions

- **Application** – the "Mindset-ul Rezultatelor" software available through Google Play, AppGallery, or other authorized platforms;
- **User / you** – the adult natural person who creates an account and uses the Application;
- **Operator / we** – SC WEST MOUNTAING TRAINING SRL;
- **Account** – the User's individual account in the Application;
- **Subscription** – the recurring paid service providing access to premium content;
- **Content** – principles, text, audio, video materials available in the Application, whether free or premium;
- **User Content** – reflections, notes, journal, and other data entered by the User.

3. Eligibility

3.1 Age

The Application is intended **exclusively for persons aged 18 or over**. By accepting these Terms, **you declare and warrant** that you are at least 18 years old.

3.2 Legal capacity

You must have full legal capacity to enter into contracts under Romanian law.

3.3 Geographic restrictions

The Application is available wherever Google Play / AppGallery distributes it. The content is primarily in Romanian.

4. Account creation and administration

4.1 Registration

To use the Application, you must create an account via:

- E-mail and password, OR
- Google authentication.

4.2 Data accuracy

You agree to provide correct information and update it when necessary.

4.3 Account security

You are **solely responsible** for:

- maintaining the confidentiality of your password;
- all activities performed through your account;
- immediately notifying the Operator in case of unauthorized use.

4.4 Single account

A User may have **only one account**. Creating multiple accounts may result in suspension.

4.5 Account deletion

You may delete your account at any time from Settings → Profile → Delete account. The Operator deletes personal data according to the [Privacy Policy](#).

5. Services offered

5.1 Access without subscription

Without an active subscription, the User may:

- create an account and log in;
- complete the onboarding process (Application presentation);
- view the subscription offer and prices.

The content and functionalities of the Application are **NOT accessible without an active subscription**. The Application does not offer free content access, free trial period, or a freemium plan.

5.2 Access with active subscription

With an active subscription, the User benefits from access to all Application functionalities, including:

- ethical and moral principles for personal reflection;
- personal reflection journal (daily and per-principle);
- meditation timer;
- daily practice tracker (water, exercise, sleep, discipline, etc.);
- premium audio/video content (recordings);
- statistics and personal progress;
- push notifications for reminders.

The exact list of functionalities may be updated periodically.

6. Subscription and payments

6.1 Payment processing

Payments are processed through **Stripe** (Stripe Payments Europe Ltd., Dublin, Ireland). The Operator **does not collect or store** your card data – it is processed directly and securely by Stripe.

6.2 Subscription types

Details regarding the period (monthly/annual), price, and content of each plan are displayed in the Application before purchase. **The prices displayed include VAT** according to Romanian legislation.

6.3 Automatic renewal

Subscriptions **automatically renew** at the end of each period, with the same payment method, until express cancellation.

6.4 Price changes

The Operator may modify subscription prices with at least **30 days** prior notice. Changes take effect at the next renewal after notice. You may cancel before renewal if you disagree with the new price.

6.5 Subscription cancellation

You may cancel at any time from Settings → Subscription. Cancellation stops **automatic renewal**, but **access remains active until the end of the already paid period**.

6.6 Right of withdrawal (consumer)

Under Romanian Government Emergency Ordinance No. 34/2014, as a consumer you have the right to withdraw from the contract within **14 days** of purchase.

EXCEPTION: By **express acceptance** of the start of digital content delivery before the expiration of the 14 days, **you waive the right of withdrawal** (Art. 16 letter m of OUG 34/2014).

At the time of purchase, the Application will request express acceptance for the immediate start of the service – if you do not accept, you may withdraw within 14 days.

6.7 Refunds

- **During the withdrawal period (14 days):** full refund, if you have not expressly accepted the start of the service.
- **After the withdrawal period:** no refunds are granted for the already started subscription period, except for cases provided by law.
- **Serious technical malfunctions** that render the Application unusable for a significant period may entitle you to a partial refund, evaluated case by case.

Refund requests: businessmihai123@gmail.com.

6.8 Failed payments

In case of failed payment, access to premium content may be suspended. Stripe will retry the payment according to its policies. If the payment does not succeed, the subscription is cancelled.

7. User Content

7.1 Sole responsibility

The User is **the sole and full responsible** for all Content entered in the Application (reflections, notes, journal, etc.).

7.2 Absolute restrictions

You agree to **NOT enter**:

- real names, initials, or other identifying data of other persons;
- descriptions of illicit acts, crimes, accusations, or defamatory information;
- data regarding health, sexual life, substance use, political opinions, religious beliefs, or other sensitive data (Art. 9 GDPR) concerning third parties;
- content that infringes the rights of third parties (copyright, privacy, image);
- illegal, threatening, obscene, defamatory, or activity-encouraging illegal content.

7.3 Administrative access

Important: User Content is stored in the cloud (Supabase) and may be accessed by the Operator in the following situations:

- for technical support, at the User's express request;
- for investigating violations of these Terms;
- for compliance with legal obligations;
- for protecting the rights of the Operator or third parties.

The Operator **does not routinely read** User Content and does not use it for analytics or marketing, except for fully anonymized aggregations.

7.4 License

By entering User Content, you grant the Operator a non-exclusive, royalty-free, worldwide-territorially-limited license to:

- store, copy, and display the Content within the Application;
- technical processing (sync, backup);
- use in **fully anonymized** form for service improvement.

The license ends upon deletion of the Content or the account.

7.5 Reserved rights

You retain all rights in the User Content. The Operator does not claim ownership.

8. Intellectual property rights of the Operator

8.1 Application Content

The Application, principles, audio/video materials, design, logos, marks, source code, and all component elements are the **exclusive property** of the Operator (or its licensors) and are protected by Romanian and international copyright law.

8.2 Limited license granted to the User

We grant you a license that is:

- **non-exclusive** – other users have the same license;
- **non-transferable** – you may not assign the rights to third parties;
- **revocable** – upon violation of the Terms;
- **limited to personal, non-commercial use** – for using the Application according to available functionalities.

8.3 Prohibitions

You agree to **NOT**:

- copy, decompile, modify, or create derivative works from the Application;
 - distribute, sell, rent, or sublicense access to the Application or Content;
 - use the Application to provide commercial services to third parties;
 - remove copyright notices or other markings;
 - use reverse engineering techniques, automated scraping, or other unauthorized means of extracting Content.
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9. Prohibited conduct

You agree to **NOT**:

- use the Application for illegal purposes or for violating Romanian law or GDPR;
 - attempt to access other users' accounts or restricted areas of the Application;
 - interfere with the operation of the Application (denial-of-service, exploits, etc.);
 - transmit viruses, malware, or other harmful code;
 - use bots, automated scripts, or other artificial means of use;
 - impersonate other persons or entities;
 - collect data about other users without their consent.
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10. Push notifications

By accepting these Terms, you do not commit to receiving push notifications. Push notifications are optional and are sent only after **express consent** granted in the Application or at the operating system level.

You may disable notifications at any time from Settings → Notifications (in the Application) or from operating system settings.

11. Suspension or closure of account

11.1 By the User

You may close the account at any time (see Section 4.5).

11.2 By the Operator

The Operator may suspend or close the account, without prior notice, in case of:

- violation of these Terms;
- illegal or fraudulent activities;
- non-payment of subscription;
- request from competent authorities;
- prolonged inactivity (over 2 years without login).

11.3 Consequences of closure

Upon closure:

- access to the Application and premium Content ceases immediately;
 - User Content is deleted according to the Privacy Policy;
 - amounts paid for unused periods are not refunded, except for cases provided by law (right of withdrawal).
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12. Availability and updates

12.1 Availability

The Operator **does not guarantee** continuous, uninterrupted availability of the Application. There may be:

- planned maintenance (announced in advance);
- interruptions caused by third-party providers (Supabase, Stripe, Google);
- force majeure events.

12.2 Updates

The Operator may publish periodic updates. Some updates may be **mandatory** for the proper functioning of the Application.

12.3 Compatibility

The Application is compatible with the Android/iOS versions specified in Google Play / AppGallery. For older versions, functionality is not guaranteed.

13. Limited warranties

13.1 "As is"

The Application is provided "**AS IS**" and "**AS AVAILABLE**". The Operator **DOES NOT GUARANTEE** that:

- the Application will operate error-free;
- defects will be corrected;
- the Application will meet any specific expectations of the User;
- the content will produce specific results (e.g., personal development, professional success).

13.2 Educational / non-medical disclaimer

The Application is a **personal development and reflection tool**. It **IS NOT**:

- a medical, psychological, or psychiatric service;
- a substitute for specialist consultations;
- a guarantee for financial, professional, or personal results.

For mental or physical health problems, please consult an authorized professional.

13.3 Legal warranties

These limitations do not affect the mandatory warranties to which you are entitled as a consumer under Romanian law (e.g., Law 449/2003, OUG 34/2014).

14. Limitation of liability

14.1 General limit

To the extent permitted by law, the Operator's total liability to the User for any claims arising from these Terms or from the use of the Application is **limited to the total amount paid by the User in the last 12 months** prior to the event giving rise to liability.

14.2 Exclusions

The Operator **DOES NOT** respond for:

- indirect, consequential, incidental, or punitive damages;
- loss of profit, opportunities, data, reputation;
- damages caused by User-entered Content or by use of the Application contrary to the Terms;
- damages caused by services of third parties (Stripe, Google, Supabase, etc.);
- damages caused by force majeure.

14.3 Excepted cases

The limitations do not apply in case of:

- willful misconduct or gross negligence of the Operator;
 - bodily injury or death;
 - other liabilities that cannot be limited under Romanian law.
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15. Modification of Terms

15.1 Right to modify

The Operator may modify these Terms periodically.

15.2 Notification

For significant changes, we notify you at least **30 days** in advance, through:

- e-mail to the account address;
- in-app notification;
- display at the next login.

15.3 Acceptance

Continued use of the Application after the new Terms take effect means **acceptance** of them. If you do not agree, you may close the account.

16. Applicable law and dispute resolution

16.1 Applicable law

These Terms are governed by **Romanian law**.

16.2 Amicable resolution

In case of disagreement, please contact us at businessmihai123@gmail.com for amicable resolution.

16.3 EU ODR

For consumers, the European Online Dispute Resolution (ODR) platform is available: <https://ec.europa.eu/consumers/odr>

16.4 ANPC

Complaints may be filed with the **National Authority for Consumer Protection (ANPC)**: <https://anpc.ro>

16.5 Competent court

In the absence of amicable resolution, disputes are resolved by the courts at the Operator's registered office, **Constanța, Romania**, while respecting the consumer's rights to address the court of their own domicile.

17. Final provisions

17.1 Severability

If a clause in these Terms is declared invalid, the rest remain in force.

17.2 Assignment

You may not assign rights or obligations under these Terms without the written consent of the Operator. The Operator may assign the Terms in case of merger, acquisition, or asset sale.

17.3 Waiver

Failure by the Operator to enforce a provision does not constitute a waiver of the right to enforce it later.

17.4 Entire agreement

These Terms, together with the Privacy Policy, constitute the **entire agreement** between the User and the Operator.

18. Contact

For any question or request:

E-mail: businessmihai123@gmail.com

Postal address:

SC West Mountaing Training SRL

Constanța, Romania

Tax ID (CUI): 43545060

Thank you for using Mindset-ul Rezultatelor. We wish you a meaningful journey!

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