# **Terms of Service**

These Terms of Service ("Terms") govern your use of the Anxiety Breaker chatbot and related services ("Service") provided by Oraston BV ("Oraston," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Service.

# 1. Acceptance of Terms

#### 1.1 Eligibility:

You must be at least 18 years old to use the Service. By using the Service, you represent and warrant that you are 18 years of age or older.

#### 1.2 Agreement to Terms:

By accessing or using the Service, you agree to be bound by these Terms. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

# 2. Use of the Service

#### 2.1 License:

Subject to these Terms, Oraston grants you a limited, non-exclusive, non-transferable, and revocable license to use the Service for personal purposes.

#### 2.2 Restrictions:

You agree not to:

- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service;
- Use the Service for any illegal or unauthorized purpose;
- Attempt to gain unauthorized access to any portion of the Service;
- Interfere with or disrupt the integrity or performance of the Service or its components;
- Circumvent any usage limits or quotas imposed by the Service;
- Use the Service in any manner that could disable, overburden, damage, or impair the Service;
- Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices.

# 3. Data Protection and Privacy

#### 3.1 Privacy Policy:

Your use of the Service is subject to our Privacy Policy, which outlines how we collect, use, and disclose your information. By using the Service, you consent to the collection and use of your information as described in the Privacy Policy.

# 4. Fees and Payments

#### 4.1 Subscription Fees:

By subscribing to certain features of the Service, you agree to pay the applicable fees as described on our website or within the Service.

#### 4.2 Payment Methods:

We accept payments via all major credit cards. Your credit card will be automatically charged for the subscription fee upon use of the Service or renewal of your subscription.

#### 4.3 No Refunds:

All subscription fees are non-refundable. If you choose to cancel your subscription, you will retain access to the Service until the end of the current subscription period, after which the subscription and associated payments will cease.

## 5. Limitation of Liability

#### 5.1 Service Limitations and Liability Disclaimer:

It is your responsibility to evaluate whether the Service meets your personal needs for anxiety support. The Service is provided as a conversational tool and is not a substitute for professional mental health advice or treatment. In the event of any dispute, your remedy shall be limited to a refund of the subscription fee paid for the month in which the issue occurred.

#### 5.2 Disclaimer of Warranties:

The Service is provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied.

#### 5.3 Limitation of Liability:

Oraston shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, arising from your use of or inability to use the Service.

#### 5.4 Timeframe for Filing Issues:

Any issues or complaints related to the Service must be filed within one month of the occurrence giving rise to the issue.

#### 5.5 Chatbot Output Disclaimer:

The output generated by the Anxiety Breaker chatbot is produced by an automated process and is provided for informational purposes only. Oraston does not guarantee the accuracy, completeness, or usefulness of the output, and you agree that any reliance on such output is at your own risk. Oraston shall not be responsible for any actions taken based on the chatbot output.

## 6. Modification of Terms

#### 6.1 Changes to Terms:

Oraston reserves the right to modify these Terms at any time. We will notify you of any material changes to these Terms by posting a notice on our website or by sending you an email. Your continued use of the Service after such modifications constitutes your acceptance of the updated Terms.

# 7. Termination

#### 7.1 Subscription Cancellation:

You may cancel your subscription at any time by contacting us. Upon cancellation, your access to the Service will continue until the end of the current subscription period.

#### 7.2 Revocation of Access and Reasonable Use:

We reserve the right to revoke or suspend your access to the Service at any time, without prior notice or obligation to provide a reason. Additionally, your use of the Service must be reasonable and in compliance with these Terms. Misuse or abuse of the Service, including engaging in any behavior that disrupts the normal operation of the Service, may result in immediate termination of your access.

# 8. Intellectual Property

#### 8.1 Ownership:

Oraston retains all rights, title, and interest in and to the Service, including all intellectual property rights.

## 9. Governing Law

#### 9.1 Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law principles.

## **10. Mental Health Disclaimer**

The Anxiety Breaker chatbot is designed to provide general information and support for individuals dealing with anxiety. It is not intended to replace professional mental health advice, diagnosis, or treatment. You should always seek the advice of a qualified mental health professional regarding any personal or mental health concerns. Reliance on the information provided by the Service is solely at your own risk, and Oraston BV shall not be held responsible for any decisions or actions taken based on the information provided.

# 11. Contact Us

If you have any questions about these Terms, please contact us at **info@anxietybreaker.com**.