

OpenMind, LLC – Terms of Service

Effective Date: January 21, 2026

Welcome to OpenMind, LLC (“**OM4U**”). By accessing or using the OM4U application, website, or related services (collectively, “OM4U,” “we,” “us,” or “our”), you agree to be bound by these Terms of Service (“Terms”). If you do not agree to these Terms, please do not use OM4U.

1. Nature of Services

OM4U provides coaching, educational content, self-reflection tools, and supportive wellness resources designed to promote insight, personal growth, and well-being.

OM4U does not provide medical, psychiatric, psychological, or clinical treatment. Use of the platform does not establish a therapist–patient, psychologist–patient, physician–patient, or other healthcare relationship. All services provided through OM4U are non-clinical and non-diagnostic in nature.

2. No Medical or Mental Health Treatment

OM4U is not a substitute for professional medical care, mental health treatment, diagnosis, or emergency services. You acknowledge and agree that:

- OM4U does not diagnose conditions.
- OM4U does not provide therapy or crisis intervention.
- OM4U does not prescribe medication.
- OM4U does not replace care from licensed healthcare providers.

EMERGENCY NOTICE: If you are experiencing a medical or mental health emergency, call **911** (or your local emergency number) immediately. In the United States, you may also call or text **988** for the Suicide & Crisis Lifeline.

3. Coaching Relationship

Any coaching, guidance, or support provided through OM4U is intended to facilitate self-awareness, encourage reflection, and support personal development.

- You understand that coaching is **not therapy**.
- Outcomes depend on your participation, effort, and personal circumstances.
- You are solely responsible for your decisions, actions, and results arising from your use of OM4U.

4. Use of Professional Credentials

OM4U may reference the credentials, education, and professional background of its founders or contributors, including licensed professionals. You acknowledge that:

- Any credentials are provided for informational and credibility purposes only.
- Services offered through OM4U are delivered in a **coaching/supportive capacity**.
- Licensed credentials do not indicate the provision of clinical services within the app.

5. Eligibility

You must be at least 18 years old to use OM4U. By using OM4U, you represent that you are legally capable of entering into these Terms and are not seeking medical, psychiatric, or emergency care through the platform.

6. User Responsibilities

You agree to provide accurate information, use the platform for lawful purposes, and not rely on OM4U as a sole source of mental health support. You agree not to misuse the platform or attempt to use it as a replacement for licensed treatment.

7. Privacy & Data Use

Your use of OM4U is subject to our Privacy Policy. **OM4U is not a HIPAA-covered entity**, and information shared through the platform is not treated as protected health information (PHI) under HIPAA. We implement reasonable safeguards to protect your data.

8. Limitation of Liability

To the fullest extent permitted by law, OM4U is not liable for any direct, indirect, incidental, or consequential damages arising from your use of the platform. You use OM4U at your own discretion and risk.

9. No Guarantees or Warranties

OM4U is provided on an “as is” and “as available” basis. We make no warranties regarding the accuracy of content, suitability for your specific needs, or error-free operation.

10. Termination

We reserve the right to suspend or terminate access to OM4U at any time if these Terms are violated or if use poses a risk to users or the platform.

11. Changes to Terms

We may update these Terms from time to time. Continued use of OM4U after changes constitutes acceptance of the updated Terms.

12. Governing Law

These Terms are governed by the laws of the state of **CO**, without regard to conflict-of-law principles.

13. Contact Information

If you have questions about these Terms, please contact: **Email:** support@openmind4u.com