General Terms and Conditions

Version 2026-10-15 | English

Effective from: 15 October 2026 · version 2026-10-15

These General Terms and Conditions (the “Terms”) govern the contractual relationship between the MindsRestart service provider and the client. They apply to initial consultations, individually offered programmes and packages, online and in-person sessions, support communication, worksheets and digital audio materials, including preparation and personalised recordings, ordered through mindsrestart.com, the client portal, email or another agreed channel.

1. Provider and contact details

The provider is Bc. Zdenka Beranová, Company ID No. 74382209, Tax ID CZ8053220560, with registered office at Višňová 97, Voděrádky, 251 01 Říčany, Czech Republic (the “Provider” or “MindsRestart”). Email: info@mindsrestart.com. Website: https://mindsrestart.com.

The Provider is a self-employed natural person. She is not a healthcare provider and is not registered as a healthcare provider in the Czech National Register of Healthcare Providers.

2. Nature and boundaries of the services

MindsRestart services are non-healthcare hypnotherapy services, including the Rapid Transformational Therapy (RTT) hypnotherapy method, and coaching services focused on personal development and support for change. They primarily use attention work, relaxation and hypnotic techniques and related support. The specific approach is agreed with the client after considering the assignment, suitability and safety.

The services are not healthcare, a psychological examination or psychotherapy, including counselling psychotherapy within the meaning of the Czech Trade Licensing Act; nor are they diagnosis, treatment, rehabilitation, an expert opinion or crisis intervention. They do not replace care by a doctor, clinical psychologist, psychotherapist, psychiatrist or other healthcare professional. The Provider does not diagnose, promise a cure or recommend stopping or changing medication. Any change to treatment must be decided solely by the client with their treating professional.

Methods involving physical contact are not a standard part of the service. Any proposed contact must be explained in advance and separately agreed for the specific situation; consent may be withdrawn at any time. Sessions are not recorded in audio or video unless

a specific purpose, scope and retention period have been agreed in advance and every person concerned has given separate written consent.

3. Service offer and initial consultation

The publicly offered initial consultation lasts 60 minutes, takes place online only, and currently costs CZK 1,500. Prices are final; the Provider is not a VAT payer. The price and main characteristics shown at the booking step take precedence over older general wording. If the client enters into a follow-on MindsRestart programme after the consultation, the CZK 1,500 paid is deducted from the total programme price. If the client does not continue, only the initial consultation is payable and no further commitment arises.

Follow-on services are described on the website mainly as 30-, 60- or 90-day programmes and a three-month maintenance engagement. Depending on the individual offer, they may include goal mapping, one or more hypnotherapy RTT sessions generally lasting 120–180 minutes, preparatory and personalised audio, anchoring and reflection meetings, email or message support and individual guidance. The precise scope, number of sessions, price, use period and material availability are always stated in the individual offer in the client portal. An online or in-person format is included where it is fixed for the programme in advance; otherwise it is agreed separately for the relevant appointment. General website descriptions are neither a final package offer nor a guarantee of outcome.

The current programme price list is available on the Services page at https://mindsrestart.com/en/services#program-pricing. Prices are final and cover the full 30-, 60- or 90-day programme. The 60- and 90-day prices are two and three times the 30-day rate respectively. English-language programme prices are stated in EUR; Czech-language programme prices are stated in CZK. The currency and total amount payable are specified in the individual offer before the contract is concluded.

Prices labelled “from” apply to the online programme for X-Team members. The membership rate applies when membership is confirmed before the individual offer is agreed. The in-person variant includes an in-person session as specified in the offer; the dates and venue are agreed separately. The programme price list does not change the price of the introductory consultation or prices in existing contracts.

Pricing and payment arrangements are agreed individually in cooperation with the Roztáhnout křídla Foundation. The agreed amount paid by the foundation and any amount payable by the participant are specified before the contract is concluded. Foundation involvement does not automatically mean that the service is free.

4. Formation of the contract

Before submitting a paid appointment request, the client must receive or have access to the main characteristics, total price, payment conditions, delivery period, cancellation terms, these Terms, the Privacy Notice and information on the right of withdrawal. The client must be able to save the Terms. The button and accompanying text make clear that, without selecting a specific time, the client is asking the Provider to propose an appointment; submitting the request is not a reservation, creates no payment obligation and does not conclude the contract. Where a different interface makes submission of an order itself entail an obligation to pay, the button must be labelled as required by law.

When accepting a proposal for a new standalone consultation paid by the client, the order button reads “Order consultation with obligation to pay”. The service, price, format and proposed time are shown before the button. The obligation to pay the agreed price is subject to the subsequent conclusion of the contract when the Provider’s express confirmation is received under this Article. Rescheduling an agreed appointment, using an agreed package or confirming a fully partner-funded service does not create a new client payment obligation at this step.

The Provider selects and proposes the specific time for every session, including the initial consultation. She normally offers one appointment and may offer several options for an online session where appropriate. For an in-person session she offers exactly one time and first verifies that the specific external room is available. The system prepares a time-limited secure link and accompanying text but does not send them automatically; the Provider delivers them manually by email or another agreed channel.

Through the proposal link, the client may accept one time, let the Provider know without a message that the time does not work, or decline the proposal. Creation of the request, storage of the proposal and any of these responses trigger no automatic email to the client or the Provider. Acceptance creates or operationally reschedules a booking and may make payment instructions available where the client is the payer, but it is not the Provider's express confirmation.

The contract and binding reservation arise only when the client receives the Provider's separate express confirmation relating to the specific appointment. The internal booking status, the client's acceptance of the proposal, display of bank-transfer or QR payment details, the client's sending of payment and its credit to the Provider's account are not such confirmation and do not by themselves legally guarantee the appointment. Where a time has already been jointly agreed by telephone, in person or through other communication, the Provider may record it directly as confirmed in the system; even then, the system only prepares the confirmation text and the appointment becomes binding when that separate confirmation reaches the client. Until then, any amount received is a refundable payment

relating to an unconfirmed request; once the contract is formed, it is credited towards the service price. If payment is not received within the stated period, the Provider may cancel the request after notice. For sessions paid for by a partner under Article 17, confirmation of the appointment is not conditional on payment.

If the client declines the proposed time, or the parties do not agree before the offer expires, no contract is formed. The Provider refunds the full amount received and submits the refund instruction without undue delay, no later than two business days after it becomes clear that no agreement will be reached. The time at which the amount is actually credited to the client's account depends on processing by the banks concerned and on non-business days.

For a follow-on programme, after the initial assessment the Provider displays a specific individual offer in the client portal stating the scope, price including taxes, use period, any dates and digital-material availability. Where an online or in-person format is fixed for the whole programme in advance, the offer also states it; otherwise the format is agreed for each appointment. Clicking “I’m interested” merely sends the client’s non-binding expression of interest and does not by itself conclude the contract or activate sessions. The Provider then freezes the specific offer and sends its immutable summary, these Terms and withdrawal information to the client or guardian. The contract is concluded only when the client or guardian expressly accepts that offer through the one-time link, verified portal or in writing; the system stores the exact acceptance wording, offer version, contracting person and time. After conclusion, the contracting person receives confirmation on a durable medium. Payment forms the contract only if the offer states this unambiguously. If there is a conflict, the individual offer prevails over these Terms; mandatory consumer rights remain unaffected.

Informed-consent statements for a follow-on service are not requested when making a booking or before the initial consultation. The Provider requests them only after the consultation if the parties agree on an actual follow-on engagement. They may be recorded electronically through a single-use link or the verified client portal, or by signing a paper form; both routes capture the same version and separate statements. For the paper route, the website records the date, version and signatory, but neither a scan of the form nor a completed health questionnaire. A new follow-on package and its sessions are activated only after the required informed acknowledgement of the service and explicit consent to health-data processing have been recorded; for a minor, the guardian declaration and the minor’s age-appropriate assent are also required.

Completing the entry questionnaire is part of initial assessment and consultation preparation. Before completing it, the client receives separate information and gives explicit consent to processing answers, including any health data. Without this consent and completion of the required answers, the system does not allow the client to proceed with

preparation. Refusal or withdrawal pauses preparation and the next step is agreed with the Provider; the account, appointment and contract are not automatically cancelled. Rules on changing or cancelling the service and statutory withdrawal remain unaffected. General communication before consent is limited to objectives and practical arrangements, without detailed enquiry into or recording of health data. Questionnaire consent is neither informed acknowledgement of a follow-on service nor a request for early paid performance.

The Provider will send the contract confirmation, Terms and withdrawal information by email or make them available on another durable medium. Merely publishing documents on a website does not replace delivery on a durable medium where the law requires it.

5. Prices, VAT and payment

All prices stated to consumers are final; the Provider is not a VAT payer. The price of an individual programme is disclosed before the contract is concluded. A special partner or foundation price applies only if expressly stated in the individual offer.

Payment is currently made in advance by bank transfer using the payment instructions and QR code made available after acceptance of a specific appointment. Payment is completed when credited to the Provider’s account, but does not itself conclude the contract; contract formation and any refund are governed by Article 4. Another method may be used only by individual agreement. The Provider issues an accounting or tax document; the client is responsible for the accuracy of billing information supplied.

Unless instalments or another due date are agreed, full payment is a condition for confirming a follow-on programme and reserving its sessions. Client default may lead to delayed commencement or, after notice, withdrawal from the contract by the Provider, without prejudice to claims already accrued.

6. Online and in-person delivery

Services are mainly delivered online; an in-person format is possible only by individual agreement and after the Provider has verified availability of the specific external room. For an online session, the client must arrange a private and safe environment, stable internet, working audio and camera, uninterrupted time and a current telephone number in case of a connection failure.

The client must not attend a session while driving, operating machinery, under the influence of alcohol or another consciousness-altering substance, or in an environment where basic safety cannot be ensured. Personalised or relaxation recordings must not be used while driving, operating machinery or performing any activity requiring continuous attention.

A technical failure on the client's side will be addressed by a reasonable continuation, rescheduling or credit for the part completed. For a material failure on the Provider's side, the Provider offers a replacement date; if replacement is impossible or the client reasonably declines it, the price of the undelivered part is refunded.

7. Client duties and cooperation

The client must provide truthful and current information relevant to suitability and safety, including acute crisis, epilepsy or seizures, psychotic or manic states, dissociative identity disorder, significant psychiatric or neurological treatment, medication changes, intoxication and other circumstances that could affect the process. The client need not disclose data that are unnecessary for the service; failure to provide necessary information may, however, make safe delivery impossible.

The client remains responsible for their own decisions and for seeking appropriate professional care for health or mental-health difficulties. The client informs the Provider if they feel overwhelmed or disoriented during or after a session, or if their condition significantly worsens. The Provider may adapt, pause or end the process.

The client observes agreed organisational conditions, attends on time and uses materials in accordance with safety instructions. Recommended listening or homework is voluntary cooperation; failure to complete it may affect the process but does not remove mandatory rights relating to defective performance.

8. Suitability, contraindications and refusal

Hypnotic, regression-oriented or emotionally intensive techniques may be unsuitable in particular in an untreated psychotic or manic state, dissociative identity disorder, acute suicidal intent, current intoxication, an unstable serious neurological condition or some forms of epilepsy. This is neither a diagnosis nor a complete medical list; where in doubt, an opinion or approval from the treating professional may be required.

The Provider may refuse an order or pause the work if the service is clearly unsuitable, unsafe, outside her competence, necessary cooperation is lacking or boundaries are seriously breached. A reason will be given to an appropriate extent. The proportionate price of the undelivered part will be refunded unless the client's breach justifies setting off proven damage or costs to the extent permitted by law.

9. Outcome, website claims and liability

Outcomes depend on individual circumstances and client cooperation. The Provider does not guarantee a cure, removal of a diagnosis, reduced medication, permanent change or any other particular health, psychological, personal or performance outcome. Client stories, testimonials, quizzes and descriptions of possible benefits are illustrative and do not promise the same result.

The Provider is responsible for delivering the agreed scope with the professional care appropriate to a non-medical service. The client should report a defect without undue delay after discovery and explain its nature. Depending on the defect, the client may seek correction, substitute performance, a reasonable reduction or withdrawal where provided by law.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including liability for damage caused intentionally or by gross negligence, infringement of a person’s natural rights, or mandatory consumer rights.

10. Rescheduling and cancellation

The client may request rescheduling without charge no later than 48 hours before the start, using the client portal, by email or by the method stated in the booking confirmation, and must not create a second request for the same package session. The client does not select a new time from the calendar. The Provider proposes a replacement through the same process under Section 4, and the client accepts it, requests another, or declines it. The system stores the response but sends no automatic confirmation. The client's acceptance operationally changes the requested time; the replacement becomes binding only when the Provider's separate express confirmation reaches the client. Payment or a change of payer does not itself approve the request. Where the new time is jointly agreed outside the system, the Provider records that single time and confirms it separately to the client.

If the client asks to cancel an appointment, the client contacts the Provider and briefly explains the reason. Cancellation is not a general self-service option in the client portal. If the parties agree on cancellation, the Provider makes a specific time-limited cancellation agreement available to the client in the portal. It states, in particular, the exact terms, amount paid, amount to be refunded, any cancellation fee and its validity period. The booking is cancelled only when the client gives binding acceptance to that specific agreement; without acceptance, after expiry or after withdrawal of the offer, the booking remains unchanged.

If the accepted cancellation agreement requires a refund, acceptance records a pending refund obligation. Acceptance itself does not mean that the bank transfer has already been

made. The Provider marks the refund as completed only after the funds have actually been sent and the client receives confirmation. This contractual process does not restrict the consumer's statutory right of withdrawal under Section 12 or any other mandatory right.

For a cancellation less than 48 hours before the start or a no-show, the Provider may charge a reasonable cancellation fee up to the price of the slot or treat it as used, only to the extent proportionate to reserved capacity, inability to refill the slot and costs saved. For a serious unforeseeable obstacle, such as sudden illness or care of a sick child, the parties will prioritise finding one replacement date; the Provider may request reasonable evidence without unnecessary health details.

A late arrival normally does not extend the session. A delay of more than 20 minutes may be treated as a no-show where the purpose of the session can no longer be met safely.

If the Provider cancels, she will offer a replacement without undue delay. If no replacement is agreed, she refunds the cancelled and undelivered part; no cancellation charge is made to the client.

11. Programme period and early termination

The use period and number of deliverables are governed by the individual offer. Sessions must be used within that period; an extension may be agreed in writing, particularly due to illness or an obstacle on the Provider’s side.

The client may terminate a longer engagement before the programme ends. The Provider will account for services and digital content actually supplied using the values in the offer or, if none are stated, a reasonable proportion of the total price. Demonstrably and irreversibly reserved capacity may be taken into account only where the arrangement is transparent, proportionate and lawful. The remaining amount is refunded within 14 days after final accounting. This does not restrict withdrawal, defect remedies or other mandatory rights.

12. Consumer right of withdrawal

If the client is a consumer and the contract was concluded at a distance or off premises, the client may withdraw without giving a reason within 14 days after conclusion. Where the contract was concluded during an unsolicited visit to the consumer’s home or an organised excursion, the statutory period is 30 days where the law so provides. It is sufficient to send an unequivocal statement before the applicable period expires to info@mindsrestart.com or the Provider’s postal address. The model form in the Annex may, but need not, be used.

If the consumer expressly requests in text form that the service start before the applicable withdrawal period expires and then withdraws before full performance, the part supplied up

to withdrawal is accounted for in proportion to the total scope. Where the individual offer makes the consumer the payer, the consumer pays only that proportionate amount. Where a partner, foundation or another stated payer funds the programme and the offer imposes no payment obligation on the consumer or legal guardian, financial settlement is governed by the relationship with that payer and the early-start request does not itself create any payment obligation for the consumer or guardian. Without an express request, the Provider will not start the service during the period. For an individual package, the request is recorded against the immutable confirmed-offer version, not against an individual recording.

The right to withdraw from a service contract ends only after the service has been fully performed, provided that paid performance began with the consumer’s prior express consent before the period expired and the consumer had been informed in advance that full performance would end the right.

For digital content not supplied on a tangible medium, in particular digital audio materials included in the programme such as a preparation recording and each personalised recording, the withdrawal right in relation to an individual item ends on commencement of its supply only if the consumer gave prior express consent to performance before the applicable period expired, acknowledged the loss of the right and received confirmation on a durable medium. For each streamed recording, the system treats its first actual playback as the start of digital performance, not the mere display of an available link in the portal. A request to begin the service early and a statement permitting early digital performance are two separate, initially unticked decisions.

Digital audio materials are ancillary parts of an individual programme where included in the confirmed offer; the client does not give separate consent to the existence of those agreed components. Where a consumer contract is concluded at a distance or off premises, each digital item may be streamed before the period ends only after the separate statement described above; otherwise it becomes available for streaming no earlier than after the applicable period ends. That statement concerns timing only and is neither informed consent to the service nor data-protection consent. It is not required for an on-premises contract or another documented case in which the statutory withdrawal period does not apply.

Following valid withdrawal, the Provider refunds amounts received without undue delay and no later than 14 days after receipt of the notice, using the same means of payment unless otherwise agreed, less only amounts the law permits.

13. Digital content, recordings and licence

Ownership and intellectual-property rights in personalised and other audio recordings, worksheets, texts and method materials remain with the Provider or the relevant rights holder. The client receives only a limited, non-exclusive and non-transferable right to use them during the availability period stated in the offer or portal for personal, non-commercial purposes. Without prior written permission the client must not give them to another person, publish, sell, alter, reproduce or use them to train automated systems.

The availability period and any playback limit are stated in the offer or client portal. Unless stated otherwise, access is limited to the programme period and a reasonable integration period afterwards. Permanent hosting cannot be required unless expressly agreed.

The client protects portal credentials and does not share access links or playback tokens. Suspected misuse must be reported promptly. The Provider may invalidate compromised access for security reasons and issue a replacement.

14. Confidentiality and communication security

The Provider treats information shared in the engagement as confidential to the extent appropriate to the service and the Privacy Notice. Confidentiality is not absolute: information may be disclosed with consent, to processors where necessary, where required by law, to protect legal claims, or to avert an immediate serious threat to life or health.

Ordinary email is not for urgent messages or unnecessary sensitive details. The secure client portal or another agreed channel should be preferred for client materials.

15. Minor clients

MindsRestart normally works with minors from age 12. A service for a minor is possible after individual assessment, with prior informed consent from a person exercising parental responsibility or another authorised guardian and with the minor’s age- and maturity-appropriate assent and involvement.

The guardian represents that they are authorised to represent the child and are not aware of an objection by another guardian. If the matter is significant for the child or the Provider learns of disagreement between guardians, she may require consent from both or a competent authority’s decision and may pause or decline work until clarified.

For an online session, an adult capable of assisting must be available at the agreed location, while the minor receives reasonable privacy. Information shared with a guardian is determined by age, safety and the child’s legitimate interests; the Provider does not promise the guardian a complete account of the child’s confidential communication.

16. Client portal and electronic communication

A client account is personal. Creating or verifying it does not itself order a paid service. The client keeps contact details current, uses a strong unique password and does not give access to others. The Provider may temporarily block the account upon suspected misuse, a security incident, client archiving or termination of the contract.

After the initial consultation, individual offers may appear in the portal with the status offered, interested, active, paused, completed or cancelled. The programme becomes active only when the client or guardian expressly accepts the frozen offer; follow-on performance becomes available only after the contract confirmation has been delivered on a durable medium, the required informed steps have been completed and the rules for starting performance during any withdrawal period have been met. The client first requests a specific package session without selecting a time, and the Provider proposes the appointment under Section 4. This request does not create a separate payment because the session price is included in the accepted programme, unless the offer expressly states otherwise.

Contract notices are delivered to the email supplied by the client or to the client portal if the client is demonstrably notified of the message. Changes of email must be reported without undue delay.

17. Partner and foundation arrangements

These Terms apply only to services for which Bc. Zdenka Beranová / MindsRestart is the provider and contractual party. X-team, a foundation or another partner may provide its own services under a separate contract and terms. Labelling a client as a partner or X-team client does not itself create a contract with the partner or authorise data sharing.

Where a partner pays for a session or programme on the client’s behalf, in full or in part, under a separate agreement with the Provider, payment terms, billing and any compensation for sessions cancelled late or not used are governed by that agreement; the provisions of Articles 4, 5 and 10 concerning payment by the client do not apply to the extent covered by the partner. In such a case the appointment becomes binding upon the Provider’s express confirmation, without being conditional on payment, and the client is charged neither the price nor a cancellation fee. The client’s duty to reschedule or cancel appointments under Article 10, as a rule at least 48 hours in advance, remains unaffected; a session cancelled late or not attended may be counted against the agreed scope as used.

Before any transfer to a partner or joint programme, the client will be informed of each party’s role, the transfer scope, legal basis and service conditions. Without such information, data are not transferred unless required by law.

18. Personal data

Personal-data processing is described in the separate Privacy Notice. Health and psychological data are processed on separate explicit consent under Article 9(2)(a) GDPR unless another basis applies to a specific exceptional processing operation. Data-protection consent is not the same as informed service consent or a request to begin performance during the withdrawal period.

19. Complaints and alternative dispute resolution

A complaint may be made at info@mindsrestart.com or the registered office. The client should provide contact details, identify the service, describe the issue and requested resolution. The Provider issues confirmation and informs the consumer of resolution without undue delay, no later than 30 days unless a longer period is agreed in writing; a period appropriate to the nature of digital content applies where the law provides otherwise.

If a Czech consumer dispute cannot be settled directly, the consumer may apply to the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, Czech Republic, email adr@coi.gov.cz, https://coi.gov.cz/informace-o-adr/. The European ODR platform has been discontinued and is not available for filing a claim.

20. Governing law, language and amendments

The contract is governed by Czech law. For a consumer habitually resident in another country, this choice does not deprive the consumer of mandatory protections under the law of that residence or of applicable EU or international jurisdiction rules.

The Czech and English versions are intended to be substantively equivalent. Czech governs a contract concluded in Czech; English applies to a contract concluded in English, without depriving the consumer of mandatory rights. Ambiguity is interpreted in favour of the consumer where the law so requires.

The Provider may reasonably amend the Terms for future contracts. A concluded contract remains subject to the version accepted at conclusion unless the parties agree otherwise or the law requires a change that does not disproportionately affect the client.

These Terms take effect on 15 October 2026 (version 2026-10-15).

Annex – Model withdrawal form

To: Bc. Zdenka Beranová, Višňová 97, Voděrádky, 251 01 Říčany, Czech Republic; info@mindsrestart.com.

I hereby give notice that I withdraw from my contract for the following service / digital content:

_____

Date ordered / contract concluded: _____

Consumer’s name: _____

Consumer’s address: _____

Email used for the order: _____

Date: _____ Signature (paper form only): _____