

Terms of Remote Service

Last Updated: Jan 8, 2023

This page explains the terms by which all users (“**you**” and “**your**”) may download, install, copy, access or use Neurooptimize LLC “Braincode Centers” (“**we**”, “**our**” and “**us**”) software, including any future updates, upgrades or versions of the software (collectively, the “**Software**”) and any associated products and services made available by us or on our behalf from time to time including, but not limited to, our websites, widgets, computer programs, platforms and mobile applications (collectively, the “**Services**”) and accompanying documents, information, manuals or other related materials provided by us as part of, or in connection with the Software. By accessing or using the Software and/or the Services, you signify on your behalf and any person or entity that you represent that you have read, understood, and agree to be bound by these Terms of Service (the “**Agreement**”). We reserve the right to make unilateral modifications to these terms and will provide notice of these changes as described below.

If you are a business, company, institution or other legal entity, you may permit Authorized Users to access and use the Software or the Services in compliance with this Agreement. “**Authorized User(s)**” mean the following users that you authorize to access or use the Services on your behalf: (a) your employees, agents, or independent contractors; (b) others such as clients, students, or subscribers where the Services is provided to your end user customers together with your other services and not on a standalone basis; or (c) other users expressly authorized to use and access the Services by us.

The Software and the Services are for information purposes only and are not intended to be used for any other purpose, including medical or diagnostic-related purposes.

1. Use of the Software and Services

(a) Eligibility

This is a contract between you and us. By installing, downloading, copying, accessing or using the Software and/or the Services, or otherwise accepting this Agreement, or clicking “accept” (if applicable), you acknowledge that you have read, understood and agree to be bound by the terms of this Agreement. If you do not understand or agree, you must not install, download, copy, access or use the Software or the Services. You may use the Software and the Services only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable: (a) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (b) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any (i) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority)

thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (ii) self-regulatory organization or stock exchange; (iii) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and (iv) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing (“**Governmental Authority**”); and (c) policies, practices and guidelines of, or contracts with, any Governmental Authority, which, although not actually having the force of law, are considered by such Governmental Authority as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto (collectively, “**Applicable Laws**”). Any use or access to the Software or the Services by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement.

By entering or using the Software or the Services you represent that you:

- (i) have the right, authority and capacity to enter into this Agreement on behalf of yourself and the person or entity that you represent (if applicable);
- (ii) are not prohibited from entering or using the Software or the Services under any Applicable Laws;
- (iii) are at least eighteen (18) years of age; and
- (iv) understand the risks associated with using the Software and the Services.

(b) License Grant

Subject to the terms and conditions of this Agreement and subject to your payment of all applicable fees (including applicable fees for all of your Authorized Users), we hereby grant you and your Authorized Users a limited, personal, non-transferable, non-sub-licensable, and non-exclusive license to install and use a single copy of the Software for your information and personal and internal business and research purposes, together with any applicable Services (the “**License**”). Except to the extent that you are authorized by us in writing (in which case additional and/or different terms and conditions may apply to you), you are not permitted to provide or resell the Software or the Services to anyone on a standalone basis. You agree to ensure that Authorized Users comply with the terms of this Agreement and all applicable fees for the Services are paid to us in relation to the use of the Services by all Authorized Users. We reserve all rights not expressly granted herein in the Software, the Services and our content. We may terminate this License, in whole or in part, at any time for any reason or no reason.

The rights granted to you in this Agreement are subject to the following restrictions:

- (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, use or allow the use for the benefit of any third party or otherwise

commercially exploit the Software or the Services, whether in whole or in part, or any content displayed on the Software or the Services;

- (ii) you shall not remove or alter any copyright notice or any other notices;
- (iii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or the Services;
- (iv) you shall not access the Software or the Services in order to build a similar or competitive website, product, or service;
- (v) you shall not use, or allow the use, transfer, transmission, export, or re-export of the Software or the Services or portion thereof in violation of any Applicable Laws, including any export control laws or regulations;
- (vi) you shall not interfere with or disrupt the integrity or performance of the Software or the Services;
- (vii) you shall not attempt to gain unauthorized access to the Software, the Services or its related systems or networks;
- (viii) you shall not use the Software or the Services in any manner that interferes with its normal operation or with any other user's use of the Software or the Services;
- (ix) you shall not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- (x) you shall not send spam or otherwise duplicative or unsolicited messages in violation of Applicable Laws;
- (xi) you shall not access, tamper with, or use non-public areas of our websites, our computer systems, or the technical delivery systems of its providers;
- (xii) you shall not access or search or attempt to access or search our websites by any means other than through our currently available, published interfaces that are provided by us;
- (xiii) you shall not forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (xiv) you shall not interfere with, or disrupt, the access of any user, host or network including sending a virus, overloading, flooding, spamming, mail-bombing the Services, or otherwise creating an undue burden on the Services;

- (xv) you shall not use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of our websites;
- (xvi) except as expressly stated herein, no part of the Software or the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and
- (xvii) you shall not use the Software or the Services other than as permitted hereunder.

Unless otherwise indicated, any future release, update, or other addition to the functionality of the Software and Services shall be subject to this Agreement.

(c) User-Generated Content

For the purposes of this Agreement, “**User Content**” means any text, feedback, ideas, suggestions, documents, proposals, photographs, electroencephalogram (EEG) recordings or other data and information you or anyone acting on your behalf submits to us including, without limitation, through online and mobile services made available by or on behalf of us from time to time including, but not limited to, the Services. You represent that your User Content: (a) will not infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights, or rights of privacy; (b) will not violate any Applicable Laws; (c) will not be obscene or contain child pornography; (d) will not contain software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; and (e) will not be defamatory, unlawfully threatening or harassing, harmful to minors or others in any way, or otherwise offensive or inappropriate.

(d) Personally Identifiable User Generated Data

For the purposes of this Agreement, “**Personally Identifiable User Generated Data**” means User Content that identifies you or your Authorized Users and is considered personal information in accordance with applicable privacy and data protection laws. For clarity, Personally Identifiable User Generated Data does not include de-identified and/or aggregated information. You hereby grant to us a revocable, non-exclusive, worldwide, royalty-free license, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use Personally Identifiable User Generated Data in any manner and at any time only so far as required to deliver the Software, our products and the Services. You waive any rights of publicity, moral or other similar such right with respect to Personally Identifiable User Generated Data while used in accordance with the preceding sentence.

(e) Non-Personally Identifiable User Generated Data

For the purposes of this Agreement, “**Non-Personally Identifiable User Generated Data**” means all User Content except for Personally Identifiable User Generated Data. You hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to

sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit Non-Personally Identifiable User Generated Data in any manner and at any time. You waive any rights of publicity, moral or other similar such right with respect to the Non-Personally Identifiable User Generated Data.

(f) No Representation Regarding Local Laws

We make no representation that the Software, the Services and/or the materials contained, described or offered by the Software and/or Services are accurate, appropriate or available for use in all jurisdictions, or that this Agreement complies with the laws of any particular country. Users of the Software and the Services use the Software and the Services on their own initiative and are responsible for compliance with all Applicable Laws. Notwithstanding anything to the contrary, you agree that you will not access the Software or the Services from any territory where it is illegal, and that you are solely responsible for compliance with all Applicable Laws.

2. Accounts

You may be required to establish an account and pay any fees through payment processors in order to use the Software and/or the Services. If so, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Software or Services; and (b) as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or we have reasonable grounds to suspect that such information is false, inaccurate, outdated, or non-compliant with the terms of this Agreement or the Privacy Policy, we have the right to suspend or terminate and/or cancel your account and/or prohibit any and all current or future use of the Software and/or Services by you. You are responsible for maintaining the confidentiality of your unique username, password, access code or other sign-in mechanism and all other account information (collectively, “**Account Information**”) and your account and are fully responsible for all activities that occur under your account. You agree you will not share your Account information with anyone and if anyone else has access to your Account Information, then you are responsible for any of their actions. You agree to prevent unauthorized access to your account by selecting and protecting your Account Information in accordance with current reasonable security standards and limiting access to your computer, browser, or mobile device by signing off after you have finished accessing your account. You agree to immediately notify us at info@braincodecenters.com of any unauthorized use of your Account Information or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account and will indemnify us for any losses we suffer due to your use or misuse of the Software and/or Services including charges resulting from any unauthorized use of your account. Unless otherwise agreed to between you and us, user subscriptions cannot be shared or used by more than one individual user.

Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we may access, use, preserve and/or disclose your Account Information if legally required to do

so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (i) comply with legal process or request; (ii) enforce the Agreement including investigation of any potential violation thereof; (iii) detect, prevent or otherwise address security, fraud or technical issues; or (iv) protect our rights, property or safety of the rights, property or safety of our users or the public as considered necessary by us or permitted by Applicable Law.

3. User Conduct

If we determine in our sole discretion that any you are not using the Software or the Services responsibly, we have the right (but not the obligation) to remove, edit, block or delete your transmissions, User Content, or use of the Software and/or the Services.

We may, without prior notice, change the Software or the Services; stop providing the Software or the Services or features of the Software or the Services to you or to users generally; or create usage limits for the Software or the Services. We may permanently or temporarily terminate or suspend your access to the Software or the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Software or the Services or any part thereof.

You are solely responsible for your interactions with other users of the Software and the Services. We reserve the right, but have no obligation, to monitor disputes between you and other users. We shall have no liability for your interactions with other users, or for any user's action or inaction.

4. Fees

(a) Compensation

You will pay amounts specified in each invoice or subscription issued by us. You must make payments in advance, unless the applicable invoice or subscription contains payment terms that are different. Unless otherwise specified in the invoice or subscription, unpaid amounts are subject to interest equal to the lower of (i) 1.5% per month (18% per annum) or (ii) the maximum permitted by Applicable Laws, on any outstanding balance, plus all expenses of collection and may result in immediate termination and/or cancellation of your access to or use of the Software and/or the Services. You will be responsible for all taxes associated with the Services other than taxes based on our net income. Your access to and/or use of the Services may be terminated or cancelled without notice for any unpaid and due amount. We reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Services. Unless otherwise specified in the invoice or subscription, all amounts under this Agreement are payable in United States dollars. Any amounts paid by you are non-refundable.

(b) Compensation Collection

Payment processing services for the Services are provided by a payment processor and you are subject to the applicable payment processor services agreement. By agreeing to the Agreement or continuing to use the Services, you agree to be bound by such payment processor services agreement, as it may be modified by the payment processor from time to time.

(c) Changes to Fees

Subject to your agreement to pay additional amounts, incremental fees may be charged where new or additional functions are added or become available to you.

(d) Reports, Records and Audit

You must ensure that you, and anyone representing you, comply with our ordering and reporting requirements in effect from time-to-time, which may include providing us with written reports on the use of the Services by you and your Authorized Users in the format, for the period and within the timelines as specified by us. To permit us to confirm compliance with this Agreement and Applicable Laws, while this Agreement remains in effect and for a period of two (2) years thereafter, you must keep accurate records including records about: (a) the use of the Services by you and your Authorized Users; (b) any use of our trademarks and other intellectual property; and (c) compliance with the obligations of this Agreement. To assure such compliance, we and/or our auditors may inspect, both while this Agreement remains in effect and for a period of two (2) years thereafter, such records from time-to-time. Any such audits shall be conducted during regular business hours and shall not interfere unreasonably with your normal activities. If an audit reveals that you, or an Authorized User, has not complied with the obligations of this Agreement, you may be required to pay our reasonable costs of conducting the audit.

5. Intellectual Property

The Software and the Services are protected by copyright, patent, trademark, trade secret and other intellectual property rights and laws. As between you and us, we retain all right, title, interest, ownership and intellectual property rights in and to the Software and the Services. The License confers no title or ownership in the Software or the Services and is not a sale of any rights in the Software or the Services. The License does not grant you any right to any enhancement or update to the Software and the Services. We reserve any and all rights not expressly granted to you. The Software and/or Services may incorporate third party intellectual property or open source code.

6. Confidentiality and Publicity

In connection with the Software and the Services provided to you under this Agreement, you may, from time to time, be exposed to and may be furnished with certain information, material or data relating to the Software and the Services that are either specifically identified as confidential prior to or at the time of disclosure or would reasonably be considered confidential and/or proprietary to us ("**Confidential Information**"). During the term of this Agreement and

for a period of five (5) years thereafter, you will keep confidential and not reveal or disclose to any third party any such Confidential Information. You will be directly liable for the acts or omissions of your employees, agents, contractors and other authorized parties with respect to such confidentiality obligations. You agree to protect the Confidential Information with the same standard of care and procedures which you use to protect your own trade secrets, proprietary information and other confidential information and, in any case, not less than a reasonable standard of care. Confidential Information includes, without limitation: (a) any test results relating to the Services; (b) the Software source code; (c) technical specifications related to the Services; (d) any non-publicly available pricing; and (e) except for User Content, all technology, know-how, algorithms, testing procedures, software, structure, interfaces, specifications, reports, analysis and other technical information learned, accessed or derived by you pursuant to this Agreement or pursuant to your use of or access to the Software and/or the Services.

Except where you are merely evaluating the Software or the Services, you agree we will have the right to issue a press release or otherwise publicize your use of the Software or the Services and use your logo on our websites and other marketing materials.

7. Not Medical Devices or Services

(a) For Information Purposes Only

Content generated or found through the Software, the Services or our products is for informational purposes only and is not intended to replace the relationship between you and your physician, healthcare provider or other professional you are working with (collectively, “**Professionals**”). You acknowledge and agree that our products, the Software and the Services are not medical devices or medical services, and we are not a licensed medical or healthcare provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind.

(b) Physical Symptoms

In rare cases, people may experience seizures or blackouts due to exposure to flashing lights and patterns created by the display of certain applications on mobile or other such similar devices used in conjunction with the Software or the Services. If you have done so, or have experienced any nausea, involuntary movements, tingling, numbness, or vision issues while using such devices in the past, you should consult with an appropriate Professional before using similar applications and should immediately cease all such use of such applications should the symptoms reoccur. In any event you should avoid prolonged use of such applications to minimize any possible discomfort or fatigue, including any muscle, joint or eye strain.

8. Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Software and destroying all copies of the Software in your possession or control and ceasing to use all Services. We may terminate this Agreement immediately upon notice to

you for any or no reason. The Agreement will terminate immediately without notice from us if you fail to comply with any provision of this Agreement. Upon termination of this Agreement, you agree to immediately uninstall the Software and destroy all copies of the Software and cease using all Services.

9. Indemnity

You agree to defend, indemnify and hold harmless us and our suppliers, partners, licensors, dealers, representatives, associates or affiliates, and each of their respective employees, contractors, agents, representatives, shareholders, officers and directors (collectively, the “**Neurooptimize LLC “Braincode Centers” Parties**”), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees and disbursements) arising from: (a) your use of and access to the Software or the Services, including any act or omission by you or users of your account or any data or content transmitted or received by you; (b) your violation of any term of this Agreement, (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any Applicable Laws; (e) any User Content that you submit to the Software or the Services including without limitation misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party’s access and use of the Software or the Services with your Account Information. You will cooperate as fully as reasonably required in the defense of any claim.

10. No Warranty

The Software and the Services are provided on an “as is”, “as available” and “with all faults” basis. Use of the Software and the Services is at your own risk. To the maximum extent permitted by Applicable Laws, the Software and the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from a Neurooptimize Party or through the Software or the Services will create any warranty not expressly stated herein. Without limiting the foregoing, the Neurooptimize Parties do not warrant that the content is accurate, reliable or correct; that the Software and the Services will meet your requirements; that the Software and the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Software and the Services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Software or the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Software or the Services.

11. Disclaimer

None of the Neurooptimize LLC Parties will have any responsibilities or liability with respect to the following: (a) the Software or the Services could be impacted by one or more regulatory inquiries

or actions, which could prevent or limit our ability to continue to develop or provide the Software or the Services, or for you and your users to use the Software or the Services, (b) we have no obligation to update the Software, the Services or each of their underlying platforms and networks to address, mitigate, or remediate any security or other vulnerabilities in the Software or the Services, or such platforms or networks, and (c) portions of the Software or the Services or any other underlying networks and platforms may rest on open-source software, and there is a risk that weaknesses or bugs that may be introduced in the infrastructural elements of the Services or any other underlying networks and platforms, which may result in security vulnerabilities, data loss, damage, destructions, disclosure, or other compromises.

12. Assumption of Risk; Limitation of Liability

(a) Assumption of Risk

You acknowledge and agree that we do not warrant that the Software is error free. You expressly agree that you assume all risk in connection with your access and use of the Software and the Services.

(b) Limitation of Liability

You also agree that to the maximum extent permitted by Applicable Laws, in no event shall any Neurooptimize LLC "Braincode Centers" Party be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Software or the Services. Under no circumstances will any Neurooptimize LLC Party be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Software, the Services or the information contained therein. To the maximum extent permitted by Applicable Laws, we assume no liability or responsibility for (a) the installation, download, copying, access to or use of the Software or the Services, (b) any errors, mistakes, or inaccuracies of content; (c) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Software or the Services; (d) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (e) any interruption or cessation of transmission to or from the Software or the Services; (f) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Software or the Services by any third party; (g) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Software or the Services; and (h) User Content or the defamatory, offensive, or illegal conduct of any third party. You agree that if, notwithstanding the other provisions of this Agreement, a Neurooptimize LLC Party is found to be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs, such Neurooptimize LLC Party's liability shall in no event exceed the amount paid by you for the Software or the Services in the one (1) month immediately preceding the event giving rise to your claim.

13. Limitations as Allowed by Law

Some provinces, states and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by Applicable Laws.

14. Exclusions Fundamental to this Agreement

The disclaimers of warranties and limitations of liability set forth in this Agreement are fundamental elements of the basis of the agreement between you and us. You understand and agree that we would not be able to economically or reasonably provide the Software or the Services to you without these limitations.

15. Non-Waiver

Our failure or delay in insisting upon or enforcing strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or rights. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless expressly made in writing by us.

16. Severability

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect.

17. Governing Law and Jurisdiction

This Agreement is entered into in the State of Colorado and shall be governed by, and construed in accordance with, the laws of the Colorado and the federal laws of United States applicable therein. You agree to submit to the exclusive jurisdiction of the courts of Colorado or any other judicial district or jurisdiction as we may determine in any and all actions, disputes or controversies relating hereto. You further agree as follows: (a) any claim brought to enforce these terms and conditions must be commenced within one (1) years of the cause of action accruing; (b) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees; and (c) any claim must be brought individually and not consolidated as part of a group or class action complaint.

18. Entire Agreement

This Agreement, including all other documents incorporated by reference herein, are binding and constitute the entire agreement between us and you with respect to your use of the Software and the Services.

19. Language

The parties agree that the English language will be the language of the Agreement and all documents in connection thereto, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. *Il est de la volonté expresse des parties que tous les documents qui s'y rattachent soient rédigés en langue anglaise.*

20. Privacy Policy

You acknowledge and agree that you have read our Privacy Policy made available to you through the Software and/or the Services) and consent to the handling and processing of your data as described in our Privacy Policy.

Privacy Policy

Last Updated: Jan 8, 2023

This privacy policy (the “**Privacy Policy**”) explains how Neurooptimize LLC (“**we**”, “**our**” and “**us**”) collects, uses, stores and discloses information about users (“**users**”, “**you**” and “**your**”) through our software (the “**Software**”) and our web applications and other products and services (collectively, the “**Services**”) or when you otherwise interact with us.

By using the Software or the Services, you accept the terms of this Privacy Policy and our terms of service (the “**Terms of Service**”), and consent to our collection, use, disclosure, and retention of your information as described in this Privacy Policy. If you have not done so already, please also review our Terms of Service. The Terms of Service contain provisions that limit our liability to you and require you to resolve any dispute with us on an individual basis and not as part of any class or representative action. If you do not agree with any part of this Privacy Policy or our Terms of Service, then you may not use the Software or any of the Services.

1. Collection of Information

(a) Information You Provide To Us

We collect information you provide directly to us. This may include:

- (i) contact information, such as email address;
- (ii) feedback and correspondence, such as information you provide in your responses to surveys, when you participate in market research activities, report a problem with the Software or the Services, receive customer support or otherwise correspond with us;
- (iii) usage information, such as information about how you use the Software or the Services and interact with us; and
- (iv) marketing information, such as your preferences for receiving marketing communications and details about how you engage with them.

(b) Automatically Collected Information

When you access or use the Software or the Services, we automatically collect information about you, which may include:

- (i) Log Information: We may collect log information about your use of the Software and the Services, including the type of browser you use, access times and your IP address.

- (ii) Device Information: We may collect information about the computer or mobile device you use to access the Software or the Services, including the hardware model, operating system and version, unique device identifiers, and mobile network information.

(c) Information We Collect from Other Sources

We may obtain information from other sources, including third parties, and combine that with information we collect through the Software and the Services.

2. Use of Information

We use the information we collect to enable you to access and use and otherwise provide, maintain, and improve the Software and our Services. We may also use the information we collect to:

- (i) send you technical notices, updates, security alerts and support and administrative messages and to respond to your comments, questions and customer service requests;
- (ii) communicate with you about products, services, offers, and events offered by us and others, and provide news and information we think will be of interest to you, which may be provided by any means, including by e-mail, in-app notifications, push notifications and display advertising;
- (iii) personalize your experience when you use the Software or the Services;
- (iv) administer contests, promotions, surveys and other Service features;
- (v) monitor and analyze trends, usage and activities in connection with the Software and the Services;
- (vi) comply with applicable laws, lawful requests and legal processes, including responding to court orders or requests from regulatory authorities;
- (vii) generate aggregate or de-identified data and use such data for any lawful purpose, including research and analytics; and
- (viii) detect, investigate and prevent fraudulent transactions and other illegal activities, enforce our agreements with users (including our Terms of Service) and protect our rights and property of others.

3. Sharing of Information

We do not share or sell the personal information that you provide us with other organizations without your express consent, except as described in this Privacy Policy. We disclose personal information to third parties under the following circumstances:

- (i) with your care provider who is the holder of a license to use the Software and the Services and has invited you as their client and an Authorized User (as such term is defined in the Terms of Service) to the Software and the Services;
- (ii) with vendors, consultants and other service providers who need access to such information to carry out work on our behalf, including hosting, email and database services;
- (iii) in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;
- (iv) if we believe your actions are inconsistent with our user agreements or policies (including our Terms of Service), or to protect our rights, property and our safety or that of others;
- (v) in connection with, or during negotiations of, any proposed or actual merger, sale of company assets, financing, securitization, insuring, acquisition of all or a portion of our business by another company, or bankruptcy transaction or proceeding;
- (vi) between and among us and our current and future parents, affiliates, subsidiaries and other companies under common control and ownership; and
- (vii) With your consent or at your direction.

4. Security

We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

5. Data Retention

We store the information we collect about you for as long as is necessary for the purposes for which we originally collected it, or for other legitimate business purposes, including to meet our legal or other regulatory obligations, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Terms of Service, and other actions permitted by law. There is no single retention period applicable to the various types of personal information

collected. Please contact us if you would like to delete any personal information we hold about you. We also reserve the right to continue to hold personal information about you to the extent it is required to be held by us by law, rule or regulation.

6. Disclaimer About Sharing Personal Information Online

You acknowledge that when sharing personal information online, there is always a risk of data breaches, including data breaches in which third parties unlawfully access our systems or the systems of our third-party providers, which store personal information.

7. Limitation on Liability

While we take measures to protect personal information, you agree that in no event will we, our suppliers, partners, licensors, dealers, representatives, associates or affiliates and each of their respective officers, directors, employees, shareholders, representatives and agents (collectively, the “**Neurooptimize LLC**”) be liable to you or any other person in any way in contract, tort (including negligence), civil liability or otherwise for any claims, damages, obligations, losses, liabilities, costs, debts or expenses (including but not limited to lawyer’s fees and disbursements), whether direct, indirect, special, economic, incidental, consequential, punitive or exemplary, including without limitation loss of revenue, data, anticipated profits or lost business, howsoever caused, including by way of negligence, arising from, related to or connect with the loss or theft of your personal information. You agree that if, notwithstanding the other provisions of this Agreement, a Neurooptimize Party is found to be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs, such Neurooptimize Party’s liability shall in no event exceed the amount paid by you for the Software or the Services in the one (1) month immediately preceding the event giving rise to your claim.

8. Transfer of Information to Other Countries

We are based in United States. However, we may transfer personal information to outside agents or service providers (including our affiliates acting in this capacity) that perform services on our behalf, such as customer service and support, marketing and analytics, data hosting or processing services or similar services. Some of these service providers may be located outside of United States, including Canada, and as a result your personal information may be processed in the United States or Canada, where local laws may permit foreign government and national security authorities to access personal information in certain circumstances.

9. Residents of California

California Civil Code Section § 1798.83 permits users who are California residents to request certain information, including the categories of personal information disclosed to third parties for their marketing purposes and the names and addresses of those third parties, regarding our disclosure of personal information to third parties for their direct marketing purposes, if any. If you are a California resident and you have questions about our practices with respect to sharing

information with third parties and affiliates for their direct marketing purposes, please contact us at info@braincodecenters.com

10. Your Choices

(a) Account Information

You may update, correct or delete information about you at any time by contacting us as indicated in the “Contact Us” section below. Please note that we may retain cached or archived copies of information about you for a certain period of time. You can request to change contact choices, opt-out of our sharing with others, and update your personal information and preferences.

(b) Promotional Communications

You may opt out of receiving promotional communications from us by following the instructions in those communications or by contacting us as indicated in the “Contact Us” section below. If you opt out, we may still send you non-promotional emails, such as those about your account or our ongoing business relations.

11. Changes to this Privacy Policy

We may change this Privacy Policy at any time. We encourage you to periodically review this page for the latest information on our privacy practices. If we make any changes, we will change the Last Updated date above.

Any modifications to this Privacy Policy will be effective upon our posting of the new terms. In all cases, your continued use of the Software or the Services after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

12. Our Policies for Children

Our products, the Software and the Services are only directed to persons of the age of 18 or over. We do not knowingly collect any personal information from individuals under 18. If we become aware that we have unknowingly collected personal information from an individual under the age of 18, we will make commercially reasonable efforts to delete such personal information from our records. If you are concerned and are aware of a user under the age of 18 using the Software or the Services, please contact us as indicated in the “Contact Us” section below.

13. Contact Us

If you have any questions about this Privacy Policy, please contact us at:
info@braincodecenters.com