



NEUROSOLUTION

TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

Last modified: January 3, 2023

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH NEUROSOLUTION Products, LLC OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through www.neuro-solution.com (the "**Site**"). Through the Site and its related properties, we provide you with access to and the ability to purchase products, receive services and other information, and, subject to certain membership enrollment requirements, to participate in one of more communication forums (collectively referred to as the "**Services**"). The Services, including any updates, enhancements, new features, and/or the addition of other Site properties, are subject to these Terms. These Terms are subject to change by NeuroSolution Products, LLC (together with its related entities, referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any Services that are available through this Site. Your continued use of this

Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Site's Terms of Use that apply generally to your access to and use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site (see Section 14). By browsing and using the Site you accept and agree to be bound by the Site's Terms of Use and our Privacy Policy which are incorporated herein by reference.

1. **DISCLAIMER:**

WE DO NOT CLAIM TO TREAT, CURE, MANAGE OR DIAGNOSE ANY MEDICAL CONDITIONS OR PROVIDE PSYCHOLOGICAL, MEDICAL OR FINANCIAL ADVICE BUT ATTEMPT TO RESTORE BALANCE AND FUNCTION TO YOUR HEALTH AND WELLNESS. THIS PROCESS MAY INCLUDE VIBRATION STIMULATION, VISUAL STIMULATION, ACOUSTIC STIMULATION, PHYSICAL EXERCISES, LASER or LIGHT THERAPY, COLOR STIMULATION, VESTIBULAR STIMULATION, SUPPLEMENTAL RECOMMENDATIONS, DIETARY RECOMMENDATIONS, STRETCHING EXERCISES, PRIMITIVE REFLEX EXERCISES, POSTURE REFLEX EXERCISES, CORE EXERCISES, AND OTHER SENSORY STIMULATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE STRONGLY ADVISED TO REMAIN WITHIN ANY TREATMENT RECOMMENDED TIMES AND PARAMETERS THAT ARE PROVIDED WITH THE PRODUCTS AND SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT GUARANTEED TO ACHIEVE ANY SPECIFIC PERSONAL, PROFESSIONAL, HEALTH OR FINANCIAL RESULTS. YOU AGREE THAT YOUR USE OF THE PRODUCTS AND SERVICES AND PARTICIPATION IN THE PROGRAM(S) IS AT YOUR OWN RISK. PROGRAM INFORMATION, SERVICES AND PRODUCTS ARE USED AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS AND ACTIONS THAT RESULT FROM YOUR USE OF SUCH INFORMATION, PRODUCTS, AND SERVICES.

ANY PHYSICAL EXERCISES, DIETARY MODIFICATIONS AND PRODUCT OR SUPPLEMENT RECOMMENDATIONS SHOULD BE CLEARED BY YOUR PRIMARY CARE PHYSICIAN BEFORE PURCHASING OR ENGAGING IN ANY PRODUCTS OR SERVICES ON OUR SITE. NO PRODUCTS OR SERVICES UTILIZED ON THIS SITE SHOULD REPLACE THAT OF TRADITIONAL MEDICAL APPROACHES AND IT IS ALWAYS ADVISED THAT ANYONE UTILIZING THE PRODUCTS, METHODS OR PRACTICES CONTAINED ON THIS SITE SHOULD CONSULT WITH THEIR MEDICAL PROVIDERS TO DISCUSS CARE RECOMMENDATIONS. AT TIMES, EXERCISE MAY BE PERFORMED THAT COULD CONTRIBUTE TO BUT NOT LIMITED TO SPRAIN/STRAIN INJURY, FRACTURE, HEADACHE, DIZZINESS, NAUSEA OR SEIZURES.

BY PROCEEDING, ATTEMPTING, OR ADMINISTERING ANY OF THE PRODUCTS OR SERVICES DESCRIBED ON OUR SITE AND IN OUR PROGRAMS,

YOU ACKNOWLEDGE THAT YOU HAVE READ ALL INFORMATION THAT COULD CONTRIBUTE TO ANY RISKS THAT ARE INVOLVED WITH PROCEEDING. BY AGREEING TO THESE TERMS, YOU RELEASE US OF ALL LIABILITY.

THE SALE OF ANY PRODCUTS OR SERVICES TO YOU DOES NOT CONSTITUTE YOU ENTERING INTO ANY TYPE OF DOCTOR/PATIENT RELATIONSHIP WITH US OR ANY OF OUR AFFILIATES. MANY THINK THAT SINCE WE OWN CLINICS AS WELL (in separate entities), THEY SEE THE TWO COMPANIES AS ONE AND START ASKING US CLINICAL QUESTIONS RELATING TO THEIR OR THEIR LOVED ONES' DIAGNOSIS. *IF THEY ARE INTENDING TO ENTER INTO A DOCTOR PATIENT RELATIONSHIP WITH ONE OF OUR FOUNDING OR STAFF DOCTORS THEY WILL NEED TO DO THAT VIA THE DOCTOR'S CLINIC THAT IS SEPARATE FROM NEUROSOLUTION Products LLC.

WE ARE A DISTRIBUTOR OF THE AVANT LASERS (818-575-6569) WHICH ARE FDA CLEARED FOR WHOLE BODY USE TO IMPROVE BLOOD FLOW AND MUSCLE FUNCTION:

([HTTPS://WWW.ACCESSDATA.FDA.GOV/CDRH_DOCS/PDF12/K123474.PDF](https://www.accessdata.fda.gov/cdrh_docs/pdf12/k123474.pdf))

THESE LASERS CAN BE PURCHASED FOR PERSONAL USE IN MOST COUNTRIES, STATES, REGIONS AND TERRITORIES. HOWEVER, IT IS INCUMBENT UPON YOU TO RESEARCH THE RULES PERTAINING TO YOUR OWN LOCATION AS THERE ARE SOME LOCATIONS WHERE LASERS ARE NOT ALLOWED FOR PERSONAL USE, IE A NON PROVIDER / DOCTOR / THERAPISTS CAN PURCHASE FOR USE ON THEMSELVES ONLY. IN CONNECTION WITH THE SALE OF A LASER WE PROVIDE (A) PROPRIETARY SETTINGS ON THE LASER AND PROPRIETARY METHODS AND SUPPORT THROUGH SAFE, GENERAL USE INSTRUCTIONS VIA A WRITTEN MANUAL AND VIDEO WHICH HAVE BEEN CLINICALLY TESTED BY OUR DOCTORS FOR MANY YEARS WHICH YOU ARE STRONGLY ADVISED TO REMAIN WITHIN THE TREATMENT RECOMMENDED TIMES AND PARAMETERS THAT ARE SUGGESTED THEREIN AND (B) ACCESS TO A PRIVATE FACEBOOK GROUP THAT YOU MUST REQUEST ACCESS TO AT [HTTPS://WWW.FACEBOOK.COM/GROUPS/529844678025119/](https://www.facebook.com/groups/529844678025119/) AND ANSWER THE QUESTIONS PROMPTED AND THEN ONE OF OUR ADMINISTRATORS WILL ADMIT YOU. THIS IS A COMMUNITY FOR LASER OWNERS TO DISCUSS BEST USE PRACTICES AND GAIN INSIGHT. YOU ACKNOWLEDGE AND AGREE THAT THIS IS NOT A SUBSTITUTE FOR ANY TYPE OF MEDICAL CARE OR GUIDANCE AND THAT RELEASE US FROM ALL LIABILITY FOR ANY ADVICE OR INFORMATION GIVEN IN THIS GROUP.

WE ARE A DISTRIBUTOR OF THE XAVANT STIMPOD (SUPPORT@XAVANT.COM). THESE STIMPODS CAN BE PURCHASED FOR PERSONAL USE IN MOST COUNTRIES, STATES, REGIONS AND TERRITORIES. HOWEVER, IT IS INCUMBENT UPON YOU TO RESEARCH THE RULES PERTAINING TO YOUR OWN LOCATION AS THERE ARE SOME LOCATIONS WHERE STIMPODS

ARE NOT ALLOWED FOR PERSONAL USE, IE A NON PROVIDER / DOCTOR / THERAPISTS CAN PURCHASE FOR USE ON THEMSELVES ONLY. IN CONNECTION WITH THE SALE OF A STIMPOD WE PROVIDE (A) SAFE, GENERAL USE INSTRUCTIONS VIA A WRITTEN MANUAL AND VIDEO WHICH HAVE BEEN CLINICALLY TESTED BY OUR DOCTORS FOR MANY YEARS WHICH YOU ARE STRONGLY ADVISED TO REMAIN WITHIN THE TREATMENT RECOMMENDED TIMES AND PARAMETERS THAT ARE SUGGESTED THEREIN AND (B) ACCESS TO A PRIVATE FACEBOOK GROUP THAT YOU MUST REQUEST ACCESS TO AT [HTTPS://WWW.FACEBOOK.COM/GROUPS/529844678025119/](https://www.facebook.com/groups/529844678025119/) AND ANSWER THE QUESTIONS PROMPTED AND THEN ONE OF OUR ADMINISTRATORS WILL ADMIT YOU. THIS IS A COMMUNITY FOR STIMPOD OWNERS TO DISCUSS BEST USE PRACTICES AND GAIN INSIGHT. YOU ACKNOWLEDGE AND AGREE THAT THIS IS NOT A SUBSTITUTE FOR ANY TYPE OF MEDICAL CARE OR GUIDANCE AND THAT RELEASE US FROM ALL LIABILITY FOR ANY ADVICE OR INFORMATION GIVEN IN THIS GROUP.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all Services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the Services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Member Account, Password, and Security. If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You may also be required to select a password and/or a username. You are solely and entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us of any unauthorized use of your account or any breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use the account or password of any other member or user of the Services made available on the Site without the express permission of said member or user of the Services.

4. Prices and Payment Terms.

(a) Prices posted on this Site may be different from prices offered by us at our physical locations and/or our events. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a Service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make

inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Please note that we do not bill insurance or provide DME codes for billing insurance for the purchase of any products or services.

(b) We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. We accept Visa, Mastercard, Discover, American Express, and approved Wire Transfers for all purchases. You represent and warrant that (i) the credit card and/or banking information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card and/or bank account for the purchase, (iii) charges incurred by you will be honored by your credit card company and/or bank, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

5. Shipments; Delivery; Title and Risk of Loss.

(a) If applicable, we will arrange for shipment of any products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title and risk of loss pass to you upon shipping of the products from the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

6. Returns and Refunds. Our return and refund policy is limited to Avant Laser sales (30 days after receiving the device) and Event Sales only. All other devices, supplements, programs, and courses offered on the Site are non-refundable.

Laser Return and Refund Policy. We will accept a return of the Laser for a refund of your purchase price, less a \$500 restocking fee, provided such return is made within 30 days of delivery with valid proof of purchase and provided such products are returned in their original condition. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. To return your laser, you must email our Customer Service Department at info@neuro-solution.com before shipping your product. Please mail back your return to NeuroSolution

Products LLC, ATTN: Returns at 1320 Arrow Point Drive, Suite 303, Cedar Park, TX 78613. Refunds are processed within approximately 7 business days of our receipt of your laser. Your refund will be credited back to the same payment method used to make the original purchase on the Site. We do not refund any debit or credit card processing fees that the customer has incurred.

Event Ticket Refund Policy. Unless a ticket is specifically marked as non-refundable, we will issue a refund for an event ticket if the request is more than 45 days from the event start date. If the refund request is within 45 days of the event start date, you will be issued a credit to use toward a future event only. We do not refund any debit or credit card processing fees that a customer has incurred.

7. Ownership Rights and Proprietary Information. We own all right, title and interest (including all intellectual property rights throughout the world) relating to any and all works of authorship, designs, know-how, ideas, course materials, products, services and information made by us (or our affiliated entities) or conceived or reduced to practice, in whole or in part, by us (or our affiliated entities) in connection with the products, Services or program(s) or any Proprietary Information (as defined below). You agree that all materials provided by us as part of the products, Services and program(s), which are confidential and proprietary in nature, will constitute our "Proprietary Information." You will hold in confidence and not disclose or copy any Proprietary Information, except with our prior written consent.

8. Intellectual Property. You recognize and acknowledge that the trademarks, service marks, trade names, logos, patents and copyrighted materials (the "**Intellectual Property**") associated with the products, Services or program(s) and their associated websites are proprietary to us and our affiliated entities. You will not take any action that would interfere with or infringe upon the Intellectual Property, including, but not limited to: (i) duplication or creation of works (including any derivative works) that are the same or substantially similar to the Intellectual Property; (ii) registration, creation or use of trademarks, service marks or domain names that are the same or substantially similar to the Intellectual Property; (iii) use, manufacture, import, or sales of any product or service that infringes upon the Intellectual Property; (iv) use of any Intellectual Property in any social media website, newsgroup, page, association, broadcast or other designation without our express written consent and (v) any action that would pass off or create the appearance of an association with or endorsement by us.

9. Consent to Use Likeness. By participating in the Services or program(s), you expressly grant us consent to capture, record, replicate, reproduce, publish and otherwise disseminate your name and likeness in any and all promotional, educational or other means derived from the Services or program sessions or any portion of the program(s).

10. Manufacturer's Warranty and Disclaimers. We do not manufacture or control any of the Services offered on our Site. The availability of Services through our Site does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the Services

offered on our Site. However, the Lasers offered on our Site are covered by the manufacturer's 3 year warranty (exclusive of labor) as detailed in the product's description on our Site and included with the product. To obtain technical support and any other issues or needs or warranty service for defective products, please email Customer Service at info@neuro-solution.com].

ALL SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

11. Limitation of Liability. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT SALABILITY, MERCHANTABILITY, AND COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, YOUR PURCHASE OF PRODUCTS, USE OF SERVICES OR PARTICIPATION IN THE PROGRAM(S), REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

12. Indemnification. You agree to indemnify, hold harmless and defend us (as well as our members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) from and against any and all claims, expenses, costs,

causes of action and damages (including those for personal injury, property damage and reasonable attorneys' fees) resulting from or arising out of your actions, your purchase of products, use of Services or participation in the program(s) or your violation of this Agreement or applicable law.

13. Goods Not for Resale or Export. You represent and warrant that you are buying Services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to the shipping location on your order.

14. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy*, [full policy description located on _____ .com] governs the processing of all personal data collected from you in connection with your purchase of Services through the Site.

15. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas

17. Dispute Resolution and Binding Arbitration.

(a) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY

WAY TO YOUR PURCHASE OF SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Section 17. (The AAA Rules are available at www.adr.org/Rules or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section 17.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR US WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

18. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 18 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

19. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

20. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

21. Notices.

(a) To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email at or (ii) by personal delivery, overnight courier, or registered or certified mail to NeuroSolution Products LLC at 1320 Arrow Point Drive, Suite 303, Cedar Park, TX 78613. We may update the email addresses or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

22. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

23. Entire Agreement. Our order confirmation, these Terms, the Terms of Use for our Site, our Program Terms & Conditions, any agreements relating to any Services you obtain on or through this Site, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.