

TERMS OF USE

Last modified: January 3, 2023

Acceptance OfTheTermsOfUse

These terms of use are entered into by and between you and NeuroSolution Products, LLC, a Texas limited liability company ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of www.neuro-solution.com, including any content, functionality, and services offered on or through www.neuro-solution.com (the "Website"), whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Website. By browsing and using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at https://www.neurosolution.com/privacy-policy/, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. We cannot warrant that the Website or services are appropriate for users outside the United States or any of its territories or possessions or that use of the Website or services is permitted under the laws of other jurisdictions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

$\underline{ChangesToTheTermsOfUse}$

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

AccessingTheWebsiteAndAccount Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some

parts of the Website, or the entire Website, to users, including registered users. You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

<u>IntellectualPropertyRights</u>

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only and you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of

- the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional

- material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial- ofservice attack.
- Otherwise attempt to interfere with the proper working of the Website.

Use of Content Made Available on the Site.

The Website may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information:

- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another's computer or property of another;
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to for the same;
- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Advertise or offer to sell or buy any goods or services through acts of deception, misrepresentation, fraud, or through the nondisclosure or withholding of material information related to the offered, sold or purchased goods or services;
- Use any material or information, including images or photographs, in any manner that infringes any copyright, trademark, patent, trade secret, or other propriety right of any party;
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service;
- Restrict or inhibit any other user from using and enjoying the Communication Services;
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Harvest or otherwise collect information about others, including email addresses;
- Violate any applicable laws or regulations;
- Use download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof; and
- Create a false identity for the purpose of misleading others.

We have no obligation to monitor the Communication Services or material posted on, listed on or otherwise disseminated through the Website. We, however, reserve the right to review materials posted to the Communication Services and to remove any and all material appearing on the Website with or without cause in our sole and absolute discretion. We further reserve the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

We reserve the right at all times to disclose any information as necessary to

satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, appearing on the Website in our sole and absolute discretion.

We do not control or endorse the content, postings, listings, messages or information found in any Communication Services and, therefore, we specifically disclaim any liability with regard to the Communication Services and any action resulting from your participation in any Communication Services.

We may upload content or other material to the Communication Services and may subject such material to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials. Any user-uploaded materials are strictly subject to the conditions set forth in these Terms of Use.

Reliance On Information And Materials Posted

The information and materials presented on or through the Website, including but not limited to its content, are made available solely for general information purposes and are subject to change without notice. We do not warrant the accuracy, timeliness, performance, completeness, usefulness or suitability of this information and materials for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors. Any use of or reliance you place on such information and materials is strictly at your own risk for which we shall not be liable. We disclaim all liability and responsibility arising from any reliance placed on such information and materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. You agree it shall be your sole responsibility to verify and/or confirm any information contained in the materials provided by third parties prior to relying on it, in connection with which you assume all risk.

Changes To The Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You And Your Visits To The Website

All information we collect on this Website is subject to our <u>Privacy Policy</u> [LINK TO PRIVACY POLICY]. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases And OtherTerms And Conditions

All purchases through our site or other transactions for the sale of goods, services or information and memberships related thereto formed through the Website, or resulting from visits made by you, are governed by our Terms of Sale [LINK TO TERMS OF SALE], which are hereby incorporated into these Terms of Use. Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

LinkingToTheWebsiteAndSocial Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Link any materials or content on this Website from any third-party website that you do not own or have legal authority over.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or inline linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply with the guidelines established in all respects as set

out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links From TheWebsite

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third- party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GeographicRestrictions

The owner of the Website is based in the State of Texas in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer OfWarranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE

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Limitation OnLiability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (1) your violation of these Terms of Use; (2) your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or (3) your use of or reliance on any information obtained from the Website. Your duty to defend, indemnify, hold harmless the Company under these Terms of Use shall

survive the termination, cancellation, or expiration of any term of any memberships related to the Website.

The Site Does Not Provide Medical Advice

The contents of the Website, such as text, graphics, images, and other materials created by us or obtained from our licensors, and other materials contained on the Website (collectively, "Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website!

If you think you may have a medical emergency, call your doctor or 911 immediately. We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided by us, our employees, others appearing on the Website at our invitation, or other visitors to the Website is solely at your own risk.

Communication

Federal or state law may require that we notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Website or sending them to you via email at the email address set forth in your account settings. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You may request that we provide such notices to you in paper format by writing to NeuroSolution Productts, LLC, info@neuro-solution.com.

Governing Law AndJurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be 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). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Austin and County of Travis, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

WaiverOfJuryTrial

SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH BELOW, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THE WEBSITE AND THESE TERMS OF USE SHALL BE TRIED WITHOUT A JURY AND YOU KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

Arbitration

If a dispute arises in connection with your use of the Website or services or in relation to any of these Terms of Use (collectively, "Disputes") our hope is that we can resolve the matter informally. Accordingly, in the event of a Dispute, we agree to first contact each other via email with a description of the Dispute and any proposed resolution. You will email info@neuro-solution.com with your concern and the Company will contact you via the email address we have on file for you. If a Dispute cannot be resolved informally, we each agree that except as provided below, the Dispute will be submitted to final and binding arbitration before a panel of three arbitrators of the American Arbitration Association ("AAA") in Austin, Texas. Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Dispute Resolutions Procedures, Supplementary Procedures for Consumer-Related Disputes, in effect at the time of submission of the demand for arbitration. We will pay all of the filing costs, including arbitrator fees. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You expressly agree to refrain from bringing or joining any claims in any representative or classwide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration. YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO HAVE AJUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE SUBMITTED TO ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

EXCEPTIONS

Notwithstanding the foregoing, the following will not be subject to arbitration and may be adjudicated only in the state and federal courts of the State of Texas, Travis County, Austin, Texas:

(i) any dispute, controversy, or claim related to or contesting the validity of our proprietary rights, including without limitation, trademarks, service marks, copyrights, patents, or trade secrets; or (ii) an action by a party for temporary,

preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief.

OPTING OUT

You will have fifteen (15) days from the date you submit your personally identifiable information to opt out of this arbitration agreement. To opt out of arbitration, you must contact us at NeuroSolution Products, LLC, 1320 Arrow Point Dr, Suite 303 Cedar Park, TX 78613, Attention: Legal Department. If more than fifteen (15) days have passed, you are not eligible to opt out of arbitration.

WaiverAndSeverability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, our Terms of Sale and any Purchase Form(s) constitute the sole and entire agreement between you and NeuroSolution Products, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments And Concerns

This website is operated by NeuroSolution Products, LLC. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@neuro-solution.com.