



VITAL NEURO TERMS & CONDITIONS AND PRIVACY POLICY

These Terms and Conditions (or "T&C") govern your use of VITAL NEURO, except where we expressly state that separate terms (and not these) apply, and provide information about the Vital Service (the "Service"), outlined below. When you create a Vital Account or use the VITAL NEURO product, you agree to these terms

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

The Vital Service

We agree to provide you with the Vital Service. The Service includes all of the VITAL NEURO products, features, applications, services, technologies, and software that we provide to advance VITAL NEURO's mission. The Service is made up of the following aspects:

- **Aspect 1.**
By combining years of neuroscience research with real time clinical-grade brain monitoring and diagnostics, Vital optimizes your brain and reinstates balance to help you function dramatically better in every aspect of your life:
- **Research and innovation.**
We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

The Data Policy

Providing our Service requires collecting and using your information. The Data Policy explains how we collect, use, and share information across the family of VITAL NEURO products. It also explains the many ways you can control your information. You must agree to the Data Policy to use the family of VITAL NEURO products, including the Vital Service.

Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

Who Can Use Vital Service. We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the VITAL NEURO community.

- You must be at least 13 years old.

- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

How You Can't Use the family of VITAL NEURO products, including the Vital Service. Providing a safe and open Service for a broad community requires that we all do our part.

- **You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.**
- **You can't violate (or help or encourage others to violate) these Terms and Conditions or our policies.**
- **You can't do anything to interfere with or impair the intended operation of the Service.**
This includes misusing any reporting, dispute, or appeals channel, such as by making fraudulent or groundless reports or appeals.
- **You can't attempt to create accounts or access or collect information in unauthorized ways.**
This includes creating accounts or collecting information in an automated way without our express permission.
- **You can't sell, license, or purchase any account or data obtained from us or our Service.**
This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect usernames, passwords, or misappropriate access tokens.
- **You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods).**
You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share.
- **You can't modify, translate, create derivative works of, or reverse engineer our products or their components.**

Permissions You Give to Us. As part of our agreement, you also give us permissions that we need to provide the Service.

- **We do not claim ownership of your data, but you grant us a license to use it.**
Nothing is changing about your rights in your data. We do not claim ownership of your data that you post on or through the Service and you are free to share your data with anyone else, wherever you want. However, we need certain legal

permissions from you (known as a “license”) to provide the Service. When you upload data that is covered by intellectual property rights, patient rights, or other applicable laws on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host and use your data (consistent with your privacy and application settings). This license will end when your data is deleted from our systems. You can delete data individually or all at once by deleting your account.

- **You agree that we can download and install updates to the Service on your device.**

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our **Brand Guidelines** or with our prior written permission.
- You must obtain written permission from us to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information on the Service if we believe that it violates these Terms and Conditions, our policies, or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms and Conditions or our policies, if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law. We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, please contact us. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the data remains subject to these Terms and Conditions. After the data is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:
 - where your data has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
 - where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
 - where deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
 - protect the safety and security of our products, systems, and users;
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement, or a government agency;
 - in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, the T&C described here shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

Our Agreement and What Happens if We Disagree

Our Agreement.

- Your use of the family of VITAL NEURO products, including the Vital Service, is subject to the T&C described herein. If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. If any of those terms conflict with this agreement, those other terms will govern.
- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- Our past, present, and future affiliates and agents, including Vital Neuro, Inc., can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms and Conditions, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms and Conditions will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.
- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms and Conditions or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

How We Will Handle Disputes.

- Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these T&C or VITAL NEURO ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted;** you and we may bring a claim

only on your own behalf and cannot seek relief that would affect other users of the family of VITAL NEURO products, including the Vital Service. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. **You and we expressly waive a trial by jury.**

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

This arbitration provision is governed by the Federal Arbitration Act.

You can opt out of this provision within 30 days of the date that you agreed to these Terms and Conditions. To opt out, you must send your name, residence address, username, email address or phone number you use for your account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: Vital Neuro, Inc. ATTN: Arbitration Opt-out, 263 West End Ave #1D., New York, NY 10023.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Vital Neuro, Inc. ATTN: Arbitration Filing, 263 West End Ave #1D., New York, NY 10023. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Southern District of New York or a state court located in New York City. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of New York, to the extent not preempted by or inconsistent with federal law, will govern these Terms and Conditions and any claim, without regard to conflict of law provisions.

Unsolicited Material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating These Terms and Conditions

We may change our Service and policies, and we may need to make changes to these Terms and Conditions so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and Conditions and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms and Conditions. If you do not want to agree to these or any updated Terms and Conditions, you can delete your account by contacting us directly.