

Terms of Service

Last Changes to Terms of Service: February 4, 2019

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS OF USE") CAREFULLY. The terms and conditions provided below are applicable to the Neuralift network of websites, including the website located at Neuralift.com (including any versions optimized for viewing on a wireless or tablet device); all e-mail newsletters published or distributed by Neuralift, Inc.; all apps published by Neuralift; and all other interactive features and communications provided by Neuralift (collectively, the "Services"), however accessed and/or used, that are operated by us, made available by us, or produced and maintained by Neuralift, Inc. (collectively "Neuralift" or "we", "us", or "our") ("Website").

THESE TERMS OF SERVICE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND SERVICES. BY COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEBSITE AND/OR BY USING OUR WEBSITE OR SERVICES, YOU ("USER" OR "YOU") ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF SERVICE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE WEBSITE OR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE WEBSITE OR SERVICES, AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR WEBSITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF SERVICE WILL APPLY RETROACTIVELY. For certain of our Services, you will also be required to execute our subscription agreement, which will have its own terms and conditions that specifically apply to any subscription that you purchase.

This is a legal agreement between you and Neuralift that states the material terms and conditions that govern your use of the Website and Services. This agreement, together with all updates, supplements, additional terms, and all of Neuralift's rules and policies collectively constitute this "Agreement" between you and Neuralift. BY ACCESSING THE

WEBSITE OR USING OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE AND CONDITIONS OF USE STATED HEREIN, PLEASE IMMEDIATELY LEAVE THIS WEBSITE.

PLEASE BE AWARE THAT SECTION 21.1 OF THESE TERMS, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW JERSEY CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THESE TERMS.

1. Website Access License; Update. Neuralift grants you a limited, revocable, non-exclusive, non-transferable license to access and make use of the Website, the Services or the Content (defined in Section 2). This license does not include any resale or commercial use of the Website, the Services or the Content; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website, the Services or the Content; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Website and/or any portion of the Website, or the Services may not be reproduced, sold, resold, visited or otherwise exploited for any commercial purpose without Neuralift's express written consent. You will not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express written consent. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of

the Website, the Services or any activities conducted as part of the Website or Services; or (iii) bypass any measures we may use to prevent or restrict access to the Website or Services. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you. You understand that the Neuralift Website, Services and Content are evolving. As a result, Neuralift may require you to accept updates to the Website, Services and Content that you have installed on your computer or mobile device. You acknowledge and agree that Neuralift may update the Website, Services and Content with or without notifying you. You may need to update third-party software from time to time in order to use the Website, Services and Content.

2. Copyright and Ownership. All of the content featured or displayed on the Website or in the Services, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is owned by Neuralift, its licensors, vendors, agents and/or its Content providers. All elements of the Website and the Services, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Website and the Services may only be used for the intended purpose for which such Website and Services are being made available. Except as permitted by copyright law, You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Website or in the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website. The Website, the Services, its Content and all related rights shall remain the exclusive property of Neuralift or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Website or the Services.
3. Trademarks/No Endorsement. All trademarks, service marks and trade names of Neuralift used herein (including but not limited to: Neuralift name, Neuralift corporate logo, the Website name, the Website design, and any logos) (collectively “Marks”) are trademarks or registered trademarks of Neuralift or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Neuralift trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Website or in the Services, without Neuralift’s prior written consent. You shall not use Neuralift’s name or any language, pictures or symbols which could, in

Neuralift's judgment, imply Neuralift's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

4. **Account Registration and Security.** You understand that you may need to create an account to have access to certain parts of the Website. In order to use those restricted portions of the Website or Services, you will: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Website's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Neuralift has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Neuralift has the right to suspend or terminate your account and refuse any and all current or future use of the Website or the Services (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Website using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Website. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information.
5. **Solicited Submission Policy.** Where Neuralift has specifically invited or requested submissions or comments, Neuralift encourages you to submit content (e.g. comments to blog posts, participation in communities, tips, etc.) to Neuralift that they have created for consideration in connection with the Website ("User Submissions"). User Submissions remains the intellectual property of the individual user that submitted it. By posting content on our Website, you expressly grant Neuralift a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your

User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. You acknowledge that Neuralift has no obligation to pre-screen Content from You or other users, although Neuralift reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring. In the event that Neuralift pre-screens, refuses or removes any Content, you acknowledge that Neuralift will do so for Neuralift's benefit, not yours. Without limiting the foregoing, Neuralift shall have the right to remove any Content that violates these Terms of Service or is otherwise objectionable. Any such User Submissions are deemed non-confidential and Neuralift shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission. You agree that your submission of any ideas, suggestions, documents, and/or proposals to Neuralift through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that Neuralift has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Neuralift a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Website and Services.

6. Advertising Rights. Neuralift reserves the right to sell, license and/or display any advertising, attribution, links, promotional and/or distribution rights in connection with your creative submission, and Neuralift and its licensors or affiliates will be entitled to retain any and all revenue generated from any sales or licenses of such advertising, attribution, links, or promotional or distribution rights. Nothing in these additional terms obligates or may be deemed to obligate Neuralift to sell, license or offer to sell or license any advertising, promotion or distribution rights.
7. Third Party Links. From time to time, the Website may contain links to websites that are not owned, operated or controlled by Neuralift or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Website. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any

other web site. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other web sites, or any content, materials or other information located or accessible from any other web sites, or the results that you may obtain from using any other web sites. If you decide to access any other web sites linked to or from this Website, you do so entirely at your own risk.

8. **Transactional Partners.** In some cases we partner with another company to co-promote their services within our Website. In these cases, you are transacting directly with the other party. On those pages, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by Neuralift Terms of Service. When there is a conflict between these Terms of Service and the partner's terms of service, their terms of service will prevail.
9. **Inappropriate Material.** You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions or the rules in our commenting FAQs linked to here, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from leaving comments or participating in our forums and communities and/or the immediate removal of the related materials from the Website at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.
10. **Payment and Fees.** For all charges or deposits for any events, products and Services sold on or through the Website, Neuralift or its vendors or agents will bill your bank card or alternative payment method offered by Neuralift. When you provide bank card information, account numbers or other information necessary to facilitate payment to us or our vendors, you represent to us that you are the authorized user of the bank card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse Neuralift and its vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of the Website or Services. You understand that we will hold and store such bank card or payment

information to facilitate payment and deposit, damage reimbursement, and other liability purposes.

11. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website.
12. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of a user's e-mail unless required in the course of normal maintenance of the Website and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Neuralift or the Website; (2) protect and defend the rights or property of Neuralift, the Website, or the users of the Website; or (3) act in an emergency to protect the personal safety of our guests, the Website, or the public. Users shall remain solely responsible for the content of their messages and Neuralift shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Website at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Service access to the Website.
13. Representations and Warranties. You represent that You are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and Your use of the Website is and will be in compliance with all applicable laws. You have read, understood, agree with, and will abide by the terms of this agreement.
14. DISCLAIMERS. YOUR USE OF THE WEBSITE AND THE SERVICES ARE AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER Neuralift, NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE. THE INFORMATION,

MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE MAY BE OUT OF DATE, AND NEITHER Neuralift, NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Neuralift OR THROUGH THE WEBSITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

15. LIMITATIONS OF LIABILITY. Neuralift DOES NOT ASSUME ANY RESPONSIBILITY, OR WILL BE LIABLE, FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THIS WEBSITE OR USING THE SERVICES, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS WEBSITE. IN NO EVENT WILL Neuralift, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE WEBSITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL OF THE WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE AND SERVICES. IN NO EVENT SHALL Neuralift'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY FIVE DOLLARS (US \$25.00) OR (B) THE VALUE OF THE SERVICES PURCHASED OR SUBSCRIBED BY YOU ON THE WEBSITE.
16. Indemnity. You agree to defend, indemnify and hold Neuralift and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) the use of

the Website, the Services or the internet or your placement or transmission of any message or information on this Website by you or your authorized users; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any User Submission that you provide to Neuralift; or (vi) any other party's access and use of the Website with your unique username, password or other appropriate security code.

17. Release. In the event that you have a dispute with one or more other users of the Website, you release Neuralift (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
18. Termination. You or we may suspend or terminate your account or your use of this Website or access to the Services, at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We may also block your access to our Website and/or the Services in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.
19. Force Majeure. Neither Neuralift nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
20. Privacy. Neuralift's data collection and use practices, including data collection and use of personally identifiable information can be found in Neuralift's [Privacy Policy](#).
21. Dispute Resolution. PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. It requires you to

arbitrate disputes with Neuralift and limits the manner in which you can seek relief from us.

- Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Services or to any aspect of your relationship with Neuralift, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, and (2) you or Neuralift may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms or any prior version of these Terms.
- Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, National Registered Agents, Inc. 155 Federal Street; Suite 700, Boston, MA 02110. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <https://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Neuralift will pay them for you. In addition, Neuralift will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and

(b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Neuralift. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Neuralift are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 21.1(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of New Jersey. All other claims shall be arbitrated.
- 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to help@neuralift.ai within 30 days after first becoming subject to

this Arbitration Agreement. Your notice must include your name and address, your Neuralift username (if any), the email address you used to set up your Neuralift account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- Severability. Except as provided in subsection 21.1(e), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Neuralift.
- Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Neuralift makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Neuralift to help@Neuralift.ai.

22. General. Any claim relating to, and the use of, this Website, the Services and the materials contained herein is governed by the laws of the State of New Jersey. You consent to the exclusive jurisdiction of the state and federal courts located in Livingston County, New Jersey. A printed version of these Terms of Service will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We do not guarantee continuous, uninterrupted or secure access to our Website or the Services, and operation of the Website may be interfered with by numerous factors outside of our control. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Service and all incorporated agreements may be automatically assigned by Neuralift in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Service set forth the entire understanding and agreement between us with respect to the

subject matter hereof. All sections which by their context ought to survive this agreement shall survive any termination or expiration of this Agreement.

23. Entire Agreement. These terms and conditions are the entire agreement between the user and Neuralift and supersede any prior understandings or agreements (written or oral).
24. Additional Assistance. If you do not understand any of the foregoing Terms of Service or if you have any questions or comments, we invite you to contact our Customer Service Department by email at help@Neuralift.ai.
25. Copyright Notice. All Website design, graphics, text selections, arrangements, and all software are Copyright © 2023, Neuralift, Inc. or its licensors. ALL RIGHTS RESERVED.