

## TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) is entered into by NeuroLab 360, a California nonprofit public benefit corporation (“NeuroLab”), and you the user of [www.neurolab360.com](http://www.neurolab360.com) and any of its subpages (collectively, “Site”). This Agreement governs your use of the Site and the services, classes and programs we offer (collectively, the “Services”). References in this Agreement to “we,” “us” or “our” mean NeuroLab and references to “you” or “your” mean you the user of the Site. Where any provision of this Agreement modifies, contradicts or is otherwise inconsistent with any other written statement or policy on the Site, the provisions of this Agreement will govern and control.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR ACCESS AND USE OF THE SITE AND OUR SERVICES. THIS AGREEMENT LIMITS OUR LIABILITY TO YOU, RELEASES US FROM CERTAIN CLAIMS REGARDING OUR SERVICES, REQUIRES YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND HAS YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

**Binding Effect.** This is a binding agreement governing your use of this Site and our Services. By using our Site and/or Services you agree to abide by this Agreement as it may be amended from time to time. It is your responsibility to review this Agreement each time you visit the Site and if at any time you find this Agreement unacceptable, you must immediately leave the Site and cease all use of the Services. Your use of the Site and/or our Services will be considered as acceptance of this Agreement and the Privacy Policy (as defined below) as the same may be amended and revised.

***Qualifications.*** You must be at least eighteen (18) years old to use the Site. You represent that you are of legal age to form a binding contract. Your use of our Site and Services are subject to all applicable federal, state and local laws and regulations. You represent that all information you have submitted to NeuroLab, online or otherwise, is accurate and complete, and that you have not submitted false information on or through the Site.

**Term and Termination.** This Agreement may be terminated by NeuroLab for any or no reason, including without limitation if you breach any of the provisions set forth in this Agreement. Termination shall be without prejudice to any other right or remedy to which we may be entitled under this Agreement or at law. Upon termination we may restrict, suspend or terminate your access to the Services and all or any part of the Site, with or without notice. NeuroLab may also terminate your use of and access to the Site and Services at any time.

**Identity Verification; Account and Password.** We may now or in the future allow or require you to create and maintain an account to facilitate your use of our Site or as a condition to receive our Services. If you register for an account, you are responsible to maintain your account identification number and password (“Account ID”) with care to avoid inadvertent disclosure or unauthorized use. You must immediately select a new Account ID and password if you believe your password may have become known to an unauthorized person. You are responsible for all uses of your account, whether or not authorized by you. You may not use the account, username, or password of anyone else at any time. You acknowledge that NeuroLab and its directors, officers, employees, contractors, representatives, agents and affiliates will have no liability to you for any unauthorized transaction made on your account. Further, we may suspend or cancel your account or your access to the Site at any time even without receiving notice from you if we suspect that your account and/or password is being used in an unauthorized or fraudulent manner. By creating an account with us, you agree that all information provided to us is true and accurate and that you will maintain and update this information as required to keep it current, complete and accurate. Registration for an account is void where prohibited.

**Contact.** By providing your personal information, including without limitation your name, address, phone number, fax number, email address, and other information that may reasonably identify you (collectively, “Personally Identifiable Information”), to NeuroLab, you are consenting to be contacted by NeuroLab by email or other methods of communication dependent on the information you have provided to us regarding the specific Service you signed up for or inquiry that you contacted us about. You can opt-in to joining our mailing list to receive alerts and promotional information about our Services. If you no longer want to receive communications from us, you must notify us directly or follow the opt-out instructions found in our communications.

**1. Payments and Donations.** Our Services are offered on a donation-based basis. This means you can “pay what you are able to” for participating in many of our Services, including without limitation our live exercise classes. However, some Services, such as gaining access to our pre-recorded classes, will require a minimum donation. You may donate more than the minimum donation stated on our Site at your discretion. Donations made through NeuroLab 360 are securely processed by third party processors such as Square. All donations are final and not refundable.

**Licenses.** We grant you a limited, revocable, non-exclusive license to access the Site in order to view the Site’s content and utilize the Services. Any other use of the Site is expressly prohibited. We do not grant to you any right of collection, aggregation, copying, duplication, display or derivative use of the Site or the content contained on this Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose Internet search engines and non-commercial public archives that use tools to gather information for the purpose of displaying hyperlinks to the Site.

**Prohibited Conduct.** You agree you will not (i) access content or data not intended for you, or log onto a server or account that you are not authorized to access; (ii) submit, transmit or facilitate the distribution of information or content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights; (iii) use the Site for any unauthorized use including but not limited to chain letters, junk mail, “spamming,” telephone solicitations in violation of any state or federal Do-Not-Call registry, or as a basis for any use or distribution lists to any person who has not given specific permission to be included in such a process; (iv) submit, transmit, promote or distribute information or content that is illegal; (v) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site or attempt to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (vi) upload invalid data, viruses, worms, or other software agents through the Site; (vii) use any robot, spider, scraper or other system to access the Site for any purpose without our express written permission; (viii) impersonate another person or use or share in any way the Account ID or Personally Identifiable Information of any person other than you, including other participants in our Services; (ix) submit, e-mail, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (x) interfere with the proper working of the Site; (xi) bypass the measures we may use to prevent or restrict access to the Site; or (xii) attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any source code used by NeuroLab in providing the Site. Any violation of system or network security may subject you to civil and/or criminal liability. NeuroLab reserves the right to terminate your access to the Site immediately and without notice (in addition to all other rights and remedies under applicable law), if it becomes aware and determines, in its sole discretion, that you are violating any of the foregoing guidelines.

**Accuracy of Information.** We make no, and disclaim all, express or implied representations and warranties as to the accuracy, correctness, usefulness, reliability, thoroughness, or otherwise with respect to our Services and any information on the Site, and assume no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) or delays relating to the Services and

information contained on the Site. The information presented on or through our Site and Services is available solely for general information purposes. Any reliance you place on such information is strictly at your own risk. No information contained on the Site is intended to be considered medical advice or considered to be a cure or remedy for any medical problem or disease. NeuroLab specifically makes no representations or warranties: (i) that any particular Services is specifically suitable for you; (ii) regarding the adequacy or safety of the fitness programs and exercise for any particular user; (iii) that using the Site or the Services will meet your personal needs or goals; or (iv) regarding the results of any particular Service.

Under no circumstances will NeuroLab be liable for any loss or damage caused by your reliance on the Services or other information obtained through the Site. It is your responsibility to independently evaluate the accuracy, completeness, or usefulness of the Services and any information or other content available through the Site. NeuroLab does not endorse third party websites or third party websites' products or services and we are not affiliated with the operators of such websites. NeuroLab disclaims any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk and your use of those websites is also governed by their terms and conditions. NeuroLab reserves the right to revoke any link to a third party website at any time in its sole discretion.

**Privacy.** NeuroLab respects your privacy. All information we obtain from you is subject to our current privacy policy, which can be found by clicking [here](#) (hereinafter, the "Privacy Policy"). NeuroLab's Privacy Policy is expressly incorporated into this Agreement by this reference. You confirm that you have read and agree to the terms of our Privacy Policy. WE WILL NOT BE RESPONSIBLE FOR ANY ACTUAL, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES THAT RESULT FROM A LAPSE IN COMPLIANCE WITH OUR PRIVACY POLICY BECAUSE OF A SECURITY BREACH OR TECHNICAL MALFUNCTION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

**Intellectual Property.** "NeuroLab," and our logos and other marks are either trademarks, service marks or registered trademarks or service marks of NeuroLab or its licensors ("Trademarks"). The Trademarks, content, organization, graphics, images, videos, exercises, audio, designs, compilations, documentation, data, computer codes, ideas, know-how, "look and feel," magnetic transactions, digital conversions, features, functionality and other materials included within the Site or related to the Site, and all modifications and derivative works thereof, and all intellectual property rights related thereto (collectively, the "Intellectual Property") are owned by NeuroLab, its licensors or other providers of such material and are protected under applicable U.S. and international copyright, trademark and intellectual property laws. The posting of information or materials on the Site by us does not constitute a waiver of any rights in any Trademarks or Intellectual Property. This Agreement permits you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on or contents of the Site. You shall not challenge, contest or otherwise impair NeuroLab's ownership of the Site and the content therein or the validity or enforceability of NeuroLab's rights in the Intellectual Property. We reserve the right in our sole discretion to edit or delete any information or other content appearing on the Site including, without limitation, information posted by us at any time without consent or notice. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services and the Site are at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

**Modification of Services; Additional Terms and Conditions.** NeuroLab may, at its discretion, modify or discontinue any of the Services, or any portion thereof, with or without notice. NeuroLab also cannot guarantee the availability of specific Services at any particular time. Minimum donation amounts for our Service may be imposed at any time and are subject to change without notice. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of any Service.

Please be aware we reserve the right at our discretion to make changes to the Site and Agreement at any time, and all such changes shall be immediately applicable. When we make changes, the “Effective Date” of this Agreement will be revised. Your continued use of our Site or Services following the posting of changes to this Agreement will mean you accept those changes. We encourage you to review this Agreement each time you visit the Site. Without limiting the effectiveness of the foregoing, in the event of certain changes to this Agreement, you may also be required to assent to the new terms, and you may also be notified by email if we have your email address. If any modification is unacceptable, you should stop using the Site and our Services.

**Disclaimer of Warranties.** THE SITE AND ALL CONTENT, MATERIALS, SERVICES CONTAINED IN THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES. UNLESS OTHERWISE PROVIDED FOR IN WRITING BY NEUROLAB, WE DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, PERFORMANCE OR ACCURACY. IN ADDITION, NEUROLAB DISCLAIMS (i) ANY ENDORSEMENT OF OR LIABILITY FOR CONTENT AND HYPERLINKS OR ANY SERVICES PROVIDED BY THIRD PARTIES THROUGH THE SITE; (ii) ANY LIABILITY FOR INACCURACY, INCOMPLETENESS OR TIMELINESS OF THE CONTENT ON THE SITE; (iii) ANY LIABILITY FOR THE TRANSMISSION OF VIRUSES OR THE OCCURRENCE OF DATA CORRUPTION; (iv) ANY LIABILITY FOR OTHER DAMAGES THAT MAY RESULT FROM THE TRANSMISSION, USE OR INABILITY TO USE THE SITE OR SERVICES OR CIRCUMSTANCES OVER WHICH NEUROLAB HAS NO PRACTICAL CONTROL; (v) ANY LIABILITY REGARDING WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS; (vi) ANY LIABILITY RELATING TO THE SERVICES BEING UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (vii) ANY LIABILITY REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THAT THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; AND (viii) ANY LIABILITY FOR ANY DAMAGES, MEDICAL EXPENSES, TEMPORARY OR PERMANENT INJURIES SUFFERED AS A RESULT OF YOUR MISCONDUCT, NEGLIGENCE AND/OR MISUSE OF OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT THE OPERATION OF THE SITE MAY INVOLVE BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. NEUROLAB SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE SITE OR USE OF ANY INFORMATION, OR SERVICES ACCESSED THROUGH THE SITE. NO CONTENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE BY NEUROLAB OF ANY KIND. NO PARTY IS LIABLE FOR ANY NONPERFORMANCE UNDER THIS AGREEMENT DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.

**Medical Liability Disclaimer.** ANY HEALTH AND FITNESS CONTENT PROVIDED ON THIS SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NEUROLAB IS NOT A HEALTH CARE PRACTITIONER. NEUROLAB IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR PSYCHOLOGICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER BEFORE USING OUR SERVICES OR PARTICIPATING IN ANY OF OUR EXERCISE PROGRAM OR FITNESS ACTIVITY. NOTHING STATED HEREIN IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, MEDICAL ADVICE.

NEUROLAB IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH OUR SITE AND SERVICES, OR ANY HEALTH PROBLEMS THAT MAY RESULT FROM OUR SERVICES. YOU ARE

ENCOURAGED TO CONSULT WITH YOUR HEALTH CARE PROVIDER WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING ANY HEALTH CONDITION.

**Assumption of Risk.** YOU EXPRESSLY AGREE THAT ENGAGING IN EXERCISE AND/OR FITNESS ACTIVITIES AS PART OF THE SERVICES INVOLVES NUMEROUS INHERENT AND SIGNIFICANT RISKS OF BODILY INJURY AND/OR PROPERTY DAMAGE, INCLUDING WITHOUT LIMITATION (I) FALLS, (II) MINOR INJURIES SUCH AS SCRATCHES, BRUISES AND SPRAINS, (III) MAJOR INJURIES SUCH AS JOINT OR BACK INJURIES, HEART ATTACKS, AND CONCUSSIONS AND (IV) CATASTROPHIC INJURIES INCLUDING PARALYSIS AND DEATH. RECOGNIZING THESE RISKS AND DANGERS, YOU HEREBY EXPRESSLY AND VOLUNTARILY ACKNOWLEDGE YOU ARE ENTIRELY RESPONSIBLE AND VOLUNTARILY ASSUME ALL RISKS. LOSS, DAMAGE AND/OR INJURY ASSOCIATED WITH THE USE OF OUR SERVICES AND ANY CONTENT ON THE SITE AND THE PERFORMANCE OF ANY ACTIVITY DEPICTED THROUGH OUR SERVICES. NEUROLAB 360 IS NOT RESPONSIBLE OR LIABLE FOR ANY INJURIES OR LOSSES THAT YOU MAY INCUR AS A RESULT OF PARTICIPATING IN OUR EXERCISE CLASSES AND ACTING UPON ANY INFORMATION PROVIDED BY OUR SERVICES OR ANY THIRD PARTY LIABILITY ARISING OUT OF ANY LEGAL ACTIONS YOU MAY BE INVOLVED IN AS A RESULT OF YOU PRACTICING THE EXERCISES SHOWN IN OUR SERVICES.

YOU ACKNOWLEDGE YOU SHOULD NOT PERFORM ANY ACTIVITIES DEPICTED OR DESCRIBED ON OUR SITE OR SERVICES IF YOU HAVE ANY PHYSICAL, MEDICAL, OR HEALTH CONDITION WHICH MAY LIMIT OR AFFECT YOUR ABILITY TO PERFORM ANY ACTIVITY DEPICTED OR DESCRIBED THEREIN. CHECK WITH YOUR DOCTOR BEFORE ATTEMPTING OR PRACTICING ANY OF THE TECHNIQUES DEMONSTRATED IN THIS VIDEO IN ORDER TO AVOID INJURIES OR AGGRAVATING ANY EXISTING OR POTENTIAL MEDICAL CONDITION. IF AT ANY TIME WHILE YOU ARE PERFORMING ANY EXERCISE OR FITNESS ACTIVITY DEPICTED OR DESCRIBED ON THE SITE YOU FEEL DISCOMFORT, LIGHT-HEADED, NAUSEOUS OR HAVE CHEST OR ANY OTHER PAINS, YOU SHOULD STOP IMMEDIATELY AND CONSIDER CONTACTING YOUR HEALTH CARE PROVIDER OR IN SOME CASES CALL 911.

2. **Release.** You, on your own behalf and on behalf of your parents, spouse, dependents, heirs, executors, representatives, successors, assigns and agents, and all persons acting by, through, under or in concert with any of them, and each of them, fully and forever release, discharge, and dismiss all claims, demands, actions, causes of action, defenses and rights, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise) (the "Claims"), which you have or may have, and which have been or could have been asserted, against Neurolab 360 and its affiliates and their respective representatives, agents, successors, assigns, officers, directors, employees, former employees, attorneys and all persons acting by, through, under or in concert with any of them, and each of them, including, without limitation, all Claims of any nature, irrespective of how such Claims arose and whether directly or indirectly concerning, arising under or in any way relating to the Service, including, without limitation, any loss, personal injury, death, property damage, and/or any other damage you may sustain in any manner arising from or related to the Service and/or participating in any exercise class; the Site; or Neurolab 360 or any of its affiliates. You waive the provisions of California Civil Code Section 1542 and/or any similar state or federal law. California Civil Code Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU HAVE EXECUTED THIS AGREEMENT, INCLUDING THIS RELEASE AND DISCHARGE OF ALL CLAIMS FREELY AND WITHOUT RESTRAINT OR RESERVATION OF ANY KIND OR NATURE. YOU HAVE READ AND UNDERSTAND EACH AND EVERY ITEM AND CONDITION SET FORTH HEREIN. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING ANY RISK OF SUCH UNKNOWN AND UNSUSPECTED CLAIMS, LOSSES, OR DAMAGES. YOU AGREE THAT THE FOREGOING RELEASE WILL BE BINDING UPON YOUR SUCCESSORS-IN-INTEREST, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS.

**Limited Liability.** NEUROLAB SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, ANY VIRUSES AFFECTING THIS SITE, THE USE OR INABILITY TO USE THE SITE OR SERVICES PURCHASED FROM THE SITE, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS, HOWEVER CHARACTERIZED, AND/OR FROM ANY OTHER CAUSE WHATSOEVER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF NEUROLAB IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEUROLAB'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00.

**Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND NEUROLAB HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR YOU AND NEUROLAB ENTERING INTO THIS AGREEMENT.

**Indemnity.** You will indemnify, defend and hold NeuroLab, and its directors, officers, employees, contractors, representatives, agents and affiliates harmless from loss, liability, costs, damages or expenses from any and all Claims arising out of or related to (i) your use or access to the Site, (ii) your use of or participation in the Services, (iii) your breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement, (iv) any acts or omissions by you or on your behalf with respect to any reservations or donations submitted through the Site by you, and (v) your violation of applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such Claim.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. Subject to the arbitration provision below, any legal actions related to this Agreement and/or the Site, or your use thereof, shall be brought and conducted in San Diego County, California, and you hereby consent to such jurisdiction and authorize and accept service of process sufficient for personal jurisdiction in any action contemplated by this Section.

**3. Arbitration Agreement and Class Action Waiver.** Both you and NeuroLab agree that any dispute, controversy or claim arising out of or relating to the Services, Site and/or this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures ("Rules"). Arbitration is



more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this arbitration agreement shall be interpreted as limiting any non-waivable statutory rights.

The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, in San Diego County, California. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. All parties waive the right, if any, to obtain any award for exemplary or punitive damages or any other amount for the purpose or imposing a penalty from the other in any arbitration or judicial proceeding or other adjudication arising out of or with respect to this Agreement, or any breach hereof, including any claim that this Agreement, or any part hereof, is invalid, illegal or otherwise voidable or void. Notwithstanding the foregoing, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

You agree that you have voluntarily chosen to visit the Site and use the Services and any claim brought by you must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). Both you and NeuroLab hereby expressly waive any rights to maintain any Class Action in any forum. Any court or arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration or lawsuit. Any claim that all or part of this agreement to arbitrate and Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

YOU HEREBY AGREE THAT THIS WAIVER APPLIES TO YOUR USE OF ANY ASPECT OF THIS SITE AND/OR THE SERVICES AND APPLIES, WITHOUT LIMITATION, TO ANY CIVIL CLAIMS YOU COULD HAVE PURSUED AGAINST NEUROLAB, INCLUDING ANY CIVIL CLAIMS RELATED TO THE PRIVACY POLICY INCORPORATED BY REFERENCE HEREIN. YOU AGREE THAT, BY AGREEING TO THIS AGREEMENT, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND NEUROLAB ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT BY YOUR VOLUNTARY USE OF OUR SITE AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW YOU HAVE AGREED TO PURSUE ANY CIVIL CLAIMS YOU MAY HAVE AGAINST NEUROLAB INDIVIDUALLY BY THE TERMS OF THE BINDING ARBITRATION DESCRIBED ABOVE. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

30-Day Right to Opt-Out - To opt-out of this agreement to arbitrate and Class Action waiver, you must notify us in writing within 30 days of it first becoming applicable to you (i.e., within 30 days of you first agreeing to a version of this Agreement containing an Arbitration Agreement and Class Action Waiver provision) by emailing us at [info@neurolab360.com](mailto:info@neurolab360.com) and providing us with the following information: (a) your name; (b) your address; and (c) a clear statement that you wish to opt out of this provision in this Agreement.

**Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor the right to enforce such provision.

**Acknowledgment.** THIS AGREEMENT (AND THOSE ADDITIONAL TERMS AND CONDITIONS REFERENCED HEREIN) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING TO USE THE SITE AND/OR SIGNING UP FOR OUR SERVICES. BY CLICKING ON THE BOX THAT SAYS “I HAVE READ AND AGREE TO THE TERMS ABOVE”, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. YOU UNDERSTAND THAT THIS AGREEMENT LIMITS OUR LIABILITY TO YOU, RELEASES US FROM CERTAIN CLAIMS REGARDING OUR SERVICES, REQUIRES YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND HAS YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT. IF YOU DO NOT AGREE, DO NOT CLICK ON THE BOX AND DISCONTINUE YOUR USE OF THE SITE.

If you have any questions regarding this Agreement, please contact us at our email address: [info@neurolab360.com](mailto:info@neurolab360.com).

Effective Date: March 7, 2021.