

## **NEURO PROACTIVE –TERMS OF USE**

### **1. TERMS OF USE**

- 1.1. These terms of use (together with the documents referred to in it) tell you the terms of use on which you may make use of our site [www.neuroproactive.com](http://www.neuroproactive.com) (our “**Site**”) and our Neuro ProActive mobile application software (our “**App**”; our Site and our App shall together be referred to as our “**Platform**”), whether as a guest or a registered user (the “**Terms of Use**”). Use of our Platform includes (but is not limited to) downloading our App, using and accessing our Platform.
- 1.2. The Platform has been created for use by patients, their representatives and qualified Allied Health Professionals (registered with the Health & Care Professions Council in the UK) providing medical and care services, and you confirm that by accessing or using any part of our Platform you are not doing so for your own personal consumption or use, except where acting as a patient accessing medical and personal care,.
- 1.3. Please read these Terms of Use carefully before using our Platform, as they apply to your use of our Platform, and by using our Platform, you confirm that you accept and will comply with these Terms of Use. If you do not agree to these Terms of Use, you must not use or must stop using our Platform.

### **2. INFORMATION ABOUT US**

Neuro ProActive is operated by L2S2 Ltd (“**we**”). We are registered in England under company number 05780057 and have our registered office at 2a Oakington Business Park, Dry Drayton Road, Oakington, Cambridge, CB24 3DQ. Our VAT Registration number is GB 945 9701 88.

### **3. OTHER APPLICABLE TERMS**

- 3.1. These Terms of Use refer to our Privacy and Cookie Notice (the “**Privacy Notice**”, available on our website at [www.neuroproactive.com](http://www.neuroproactive.com), which sets out the terms on which we process your personal data, and information about the cookies we use on our Platform. By using our Platform, you consent to the use of cookies and you warrant that all data provided by you is accurate.
- 3.2. You shall also be subject to any rules or policies applied by any appstore provider/operator from where you downloaded the App (the “**Appstore**”).

### **4. CHANGES TO THESE TERMS OF USE**

- 4.1. We may revise these Terms of Use at any time by amending this page or notifying you of a change when you next access our Platform. Please check this page from time to time to take notice of any changes we make, as they are binding on you. You may be required to read and accept any new terms before you can continue to use our Platform.

- 4.2. From time to time updates to our App may be issued through the Appstore. Depending on the update, you may not be able to use our App until you have downloaded the latest version and accepted any new terms.

## 5. ACCESSING OUR PLATFORM

- 5.1. We do not guarantee that our Platform or any content on it will always be available or be uninterrupted, free from errors or omissions, and we will not be liable to you if, for any reason, our Platform is unavailable at any time or for any period.
- 5.2. In consideration of you agreeing to abide by the provisions of these Terms of Use, we grant you a non-transferable, non-exclusive licence to use our Platform, subject to these Terms of Use, the Privacy Notice and the Appstore rules, incorporated into these Terms of Use by reference. Access to our Platform is therefore permitted on a temporary basis and we reserve all other rights.
- 5.3. We may update our Platform from time to time, and may change or modify its content at any time. However, please note that any of the content on our Platform may be out of date at any given time, and we are under no obligation to update it.
- 5.4. At our discretion and without notice we may suspend, withdraw, discontinue, stop publishing or change all or any part of our Platform, and if we do so, you must not circumvent or bypass (or attempt to do so) any access restriction measures on our Platform. In all circumstances we will retain your information for a period of 30 days and will provide this to you if requested within this time. Save to the extent expressly provided otherwise in these Terms of Use, you will not be entitled to any compensation or other payment upon the modification, suspension or discontinuance of any of our Platform services, or if we stop publishing our Platform.
- 5.5. You are responsible for making all arrangements necessary for you to use our Platform.
- 5.6. You will be assumed to have obtained permission from the owner(s) of the device(s) used to access our Platform (the “Devices”). Charges may apply in respect of each use of such Device(s), for internet access/ data usage. You accept responsibility for the Device(s) you use to access our Platform.
- 5.7. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of and comply with these Terms of Use.
- 5.8. The content on our Platform is provided for general information only.

## 6. REGISTRATION, CANCELLATION AND SUSPENSION

- 6.1. You may register for an account with us to use our Platform by completing and submitting the account registration form. In order to register you must be over 18 and have the power to enter into a contract with us and not be prevented from doing so under any local laws.
- 6.2. As part of your account registration and our security procedures, you will be required to use an email address, a password and any other piece of information required by us (together,

your “**User Identification Data**”). You must treat such User Identification Data as confidential and not disclose it to any third party.

- 6.3. We have the right to disable your access to our Platform at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 6.4. If you know or suspect that anyone other than you knows your User Identification Data, you must immediately change your User Identification Data and promptly notify us at support@neuroproactive.com.
- 6.5. You are responsible for any activity on our Platform arising out of any failure to keep your User Identification Data confidential, and may be held liable for any losses arising out of such a failure.
- 6.6. All users are entitled to a 30 day free trial period. Subject to clause 8.3, you may cancel your account with us at any time. Cancellation of an account does not entitle you to a refund of whole or part of any fees already paid for the Service.
- 6.7. We may suspend or cancel your account, or edit your account details at any time without notice or explanation. In addition, we shall have the right to stop making all or part of our Platform available to you with immediate effect and without notice if: (i) in our sole reasonable opinion you are using our Platform inappropriately, incompetently, in any way that may constitute derogatory treatment of our Platform or might bring us into disrepute or have prejudicial effect on our image; (ii) you breach these Terms of Use in a way that cannot be corrected, or you fail to correct a breach within a reasonable period of time if we ask you to do so; and/or (iii) there is, in our sole reasonable opinion, a reason why your access to our Platform must be withdrawn.
- 6.8. We will determine, in our sole reasonable discretion, whether there has been a breach of these Terms of Use through your use of our Platform. Where a breach has occurred, we may take such action as we deem appropriate, including but not limited to all or any of the following actions: (i) immediate, temporary or permanent withdrawal of your right to use our Platform; (ii) immediate, temporary or permanent removal of any of your Contributions (defined below) to our Platform; (iii) issue of a warning to you; (iv) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; (v) further legal action against you; and/or (vi) disclosure of such information to law enforcement authorities as we reasonably feel is necessary, or are required to provide in accordance with applicable law.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. We, together with our licensors, own and control all the copyright, trade marks, design rights, patents and other intellectual property rights (registered or unregistered) in our Platform, and in the materials published on our Platform (excluding your Contributions), and such works are protected by copyright and other applicable laws and treaties around the world. Except as expressly stated herein, these Terms of Use do not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of our Platform. All such

rights are reserved. Neuro ProActive is a trade mark, registered with the European Intellectual Property Office.

- 7.2. In any case where printing, downloading or otherwise saving any page(s) or material(s) is expressly enabled or authorised in the Platform, such functionality, and any resulting copies may be used only for your personal use or internal business use in providing medical, care or patient advocacy services to patients using the Platform.
- 7.3. Subject to clause 7.2, you must not download any material(s) from our Platform, save to your Device or use any such materials for any purpose.
- 7.4. You must not use any part of the content on our Platform for commercial purposes other than providing medical, care or patient advocacy services to patients using the Platform.

## 8. USE OF OUR PLATFORM

- 8.1 There are three (3) types of users of our Platform: (i) persons seeking medical and care services ("**Patients**"); (ii) persons providing medical and care services to Patients ("**Health Care Professionals**" or "**HCPs**"); and (iii) persons representing or assisting Patients in their sourcing and receipt of services from HCPs ("**Representatives**"). Together the three types of users are "**Users**".
- 8.2 Patients, HCPs and Representatives may have pre-existing legal or other relationships, or may be introduced via the Platform. In all cases the Platform is not designed to enable the conclusion of any legal or other agreement or relationship and does not facilitate this. Patients, HCPs and Representatives are advised to ensure that any negotiation, agreement or proof of acceptance of terms; verification of identity, qualifications, entitlement or status; or any formalities necessary for the relationship between them, is concluded separately and outside of the Platform. We are not responsible for the terms of any agreement concluded via the Platform, nor the absence of any agreement.
- 8.3 At all times, Patients have unrestricted control over which HCPs and Representatives have access to the Patient's information via the Platform. All HCPs are required to provide their unique HCP number, or other similar details of a registration with a regulatory body, when registering, but Patients are advised to make appropriate enquiries and checks to ensure that HCPs and Representatives are who they claim to be. HCPs and Representatives may choose to cease working with or communicating with Patients or with other HCPs and Representatives, but information provided to and held by a Patient will remain accessible to that Patient. Without prejudicing any contractual or other right that any User may have against another, exercisable outside of the Platform, all Users acknowledge that we shall not, except as compelled by a valid order of a court or other competent government authority, interfere with Users' choices as described here and shall not be responsible for assessing any legal claim or right that a User may have to continued access to information or persons. All Users agree that we shall not be responsible for any breach of contract, tort or any other liability of or related to Users that may result from the Patient removing or restricting access to their information or from any User ceasing to work with or communicate with another User.

- 8.4 Patients may authorise Representatives to manage all or part of their interactions via the Platform, and where they do so, the Patient warrants and represents that the Representative is authorised by the Patient to take any and all actions that the Patient has enabled them to take on the Platform. Any reference in these Terms to an action taken by a Patient shall include an action taken by a Representative on behalf of that Patient.
- 8.5 You may not use our Platform: (i) in any way that breaches any applicable law or regulation; (ii) in any way that is unlawful or fraudulent; (iii) to impersonate any person, or to misrepresent your identity, qualifications, experience, professional status or affiliation with any person (iv) for the purpose of harming or attempting to harm minors in any way; (v) to send, knowingly receive, upload, download, use or re-use any material which does not comply with Section 8.9 below; (vi) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (vii) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; (viii) to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to or use of our Platform by others; and/or (ix) to infringe or try to infringe any applicable law and/or the privacy or other rights of other Platform's users.
- 8.6 You may not and may not assist anyone to: (i) subject our Platform or any of its content to any derogatory treatment or use it in such a way that would bring us into disrepute, or cause us to incur liability to any third party; (ii) access all or part of our Platform in order to build a product or service which competes with our Platform; and/or (iii) duplicate, transmit, display, re-publish, reverse engineer, de-compile, disassemble, adapt, modify, copy, reproduce, lend, hire, sub-license, create derivative works from, broadcast, distribute, commercially exploit (including but not limited to charging others for accessing any content on our Platform or commercialise or attempt to re-sell such content in any way) or transmit in any other way our Platform or any of its content in whole or in part except as solely permitted in these Terms of Use.
- 8.7 You also agree: (i) not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of these Terms of Use; (ii) not to access without authority, interfere with, damage or disrupt any part of our Platform, any equipment or network on which our Platform is stored, and/or any software used in the provision of our Platform, and/or any equipment or network or software owned or used by any third party; (iii) to hold our and any other Users' confidential information in confidence and, unless required by law, not make our or any other Users' confidential information available to any third party, or use our any other Users' confidential information for any purpose other than the implementation of these Terms of Use; and/or (iv) to take all reasonable steps to ensure that and any other Users' confidential information which you have access to is not disclosed or distributed by your employees or agents in violation of these Terms of Use. The obligations of confidentiality set out in the clause shall apply to all Users' Contributions made available to you via the Platform unless those Contributions have been made available to the general public by the User whose Contribution they are. These obligations of confidentiality, to the extent that they apply to a Users' Contribution, may be overridden by express provisions as

regards confidentiality set out in any applicable contract or other legal relationship between the relevant Users.

8.8 We may from time to time provide interactive services on our Platform (“**Interactive Services**”) and these Terms of Use will apply to such Interactive Services. We are under no obligation to oversee, monitor or moderate the Interactive Services we provide on our Platform, and we expressly exclude our liability for any loss or damage arising from the use of the Interactive Services by a user in contravention of our Terms of Use, whether the service is moderated or not.

8.9 This Section 8.9 applies to any and all of the materials which you contribute to or upload on our Platform (“**Contributions**”), and to the Interactive Services associated with it. Contributions must: (i) be accurate (where they state facts) and genuinely held (where they state opinions); (ii) comply with all laws and other regulations in the applicable country from which they are posted; (iii) not contain any material which is defamatory of any person; (iv) not contain any material which is obscene, offensive, sexually explicit, hateful, inflammatory or violent or promote, encourage, assist or facilitate violence, anti-social behaviour, unlawful/illegal activity, terrorism or other activities that risk national security or discrimination (or incite hatred based on race, religion, nationality, disability, sexual orientation or age); (v) not, when used in any way permitted or enabled on the Platform, infringe any copyright, database right, trade mark or any other rights of any other person; (vi) not be threatening, abusive or invade another’s privacy, or cause annoyance, inconvenience, needless anxiety, or be likely to harass, upset, embarrass, or alarm any other person; (vii) not be made in breach of any legal duty owed to a third party, such as a contractual duty of confidence; (viii) not be used to impersonate any person, or to misrepresent your identity, qualifications, experience, professional status or affiliation with any person; and/or (ix) not bring us into disrepute or give the impression that they emanate from us, if this is not the case.

8.10 You may choose to or we may invite you to submit comments or ideas about the Platform, including without limitation about how to improve these (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

8.11 By breaching some of the provisions of this Section 8, you could be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

## 9. **CONTRIBUTIONS**

9.1. In order to enable us to operate the Platform, we must obtain from you certain limited licence rights to process your Contributions so that technical actions we take in operating the Platform are not considered legal violations. Accordingly, whilst you retain all of the ownership rights in your Contribution(s), by making available any Contribution on our

Platform you thereby grant us a limited licence in accordance with Section 9.2 below. You also agree that we have the right to elect not to accept, post, store, display, publish or transmit any Contribution in our sole discretion.

- 9.2.** When you upload or post Contributions to our Platform, you: (i) grant us a worldwide irrevocable (for so long as your Contributions are stored on our Platform) non-exclusive royalty free licence to access, store, display, transmit, reproduce, modify (for technical purposes) and distribute your Contributions (or excerpts thereof) on our Platform and any successor website or mobile application to the extent required to perform our services or operate the Platform hereunder; (ii) grant us the right to sub-license the rights licensed under these Terms of Use to whom we have contractual relationships with further to the Platform, solely for the purpose of providing such services or operating the Platform, and to otherwise permit access to or disclose your Contributions to third parties if we determine such access is necessary to comply with our legal obligations; and (iii) grant to us the right to use any trade marks, service marks, or non-public personal information contained in the Contributions to the extent required to perform Section 9.2(i).
- 9.3.** Except as described in these Terms of Use and in our Privacy Notice, no one else should see your Contributions without your consent. This does not apply if you elect to share publicly your Contributions. In addition, we may enable you to use a variety of third party services and applications that interact with the Platform and your Contributions, and you should review the access rights you provide to those services or applications, as you may enable them to access or extract your Contributions through your agreements with those parties. We do not assume any responsibility for, or liability on account of, the actions or omissions of such third party applications or service providers.
- 9.4.** You represent and warrant that: (i) you have the rights and authority to upload and distribute your Contributions, including on our Platform, and to grant us the rights granted in these Terms of Use; and (ii) any such Contribution complies with these Terms of Use, and in particular the provisions of Section 8 above.
- 9.5.** We also have the right to disclose your identity to any third party who is claiming that any Contribution uploaded by you on our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.6.** We will not be responsible, or liable to any third party, for the content or accuracy of any Contribution posted by you or any other user of our Platform. The views expressed by other users on our Platform do not represent our views or values.
- 9.7.** Without prejudice to our other rights under these Terms of Use, if you breach any provision of these Terms of Use in any way, or if we reasonably suspect that you have breached these Terms of Use in any way, we may remove, delete, unpublish or edit, or request that you remove, delete, unpublish or edit any or all of your Contributions. If we request that you remove Contributions, you shall take appropriate remedial action with respect to any such request within 72 hours of receipt of such request.

## **10. LINKING TO OUR PLATFORM**

- 10.1. You may link to our Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2. You must not: (i) establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists; (ii) establish a link to our Platform in any website that is not owned by you; and/or (iii) frame our Platform on any other site, or create a link to any part of our Platform other than its home pages.
- 10.3. We reserve the right to withdraw our linking permission without notice.
- 10.4. The website or application in which you are linking must comply in all respects with the provisions of Section 8.9 above.
- 10.5. If you wish to make any use of content on our Platform other than that set out above, please contact: [theteam@neuroproactive.com](mailto:theteam@neuroproactive.com).

## 11. **PERSONAL DATA**

- 11.1. Provision of certain personal data, as indicated in the relevant form on the Platform is a contractual requirement of every registration of a user on the Platform. You may also choose to share personal data via your Contributions
- 11.2. You acknowledge that the personal data you may upload on our Platform will be processed in accordance with our Privacy Notice.
- 11.3. Where you upload personal data relating to others to the Platform you are responsible for ensuring that said uploading, and the processing of the data that takes place on the Platform is in compliance with all applicable data protection legislation.
- 11.4. Without prejudice to the generality of Section 11.3, you warrant that you have provided all necessary notices, and where necessary, obtained all relevant consents to enable lawful transfer of the personal data to us for the duration and purposes of our provision of the Platform to you.
- 11.5. You must not copy or move any personal data of any third parties to any location outside of the Platform except as intentionally facilitated by the Platform and only where you, as controller of the data outside of the Platform, have a valid legal basis for doing so and have complied with all applicable data protection legislation.

## 12. **INDEMNITY AND LIMITATION OF OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1. You agree to indemnify and hold us, our subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Platform, any violation of these Terms of Use or any other actions connected with your use of the Platform (including all actions taken under your account). In the event of such a



claim, we will endeavor to provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

- 12.2.** Our Platform is provided to you on an “as is” and “as available” basis. To the maximum extent permitted by law, we expressly disclaim any and all warranties and conditions of any kind, whether express, implied or statutory, including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement.
- 12.3.** We do not warrant, whether expressly or by implication: (i) that the information we provide or that is provided through or on our Platform is accurate, complete, up-to-date, reliable or correct; (ii) that our Platform will meet your requirements; (iii) that our Platform will be available at any particular time or location; (iv) that our Platform will function in an uninterrupted manner or be secure; (v) that any defects or errors will be corrected; and/or (vi) that our Platform is secure, free of viruses or other harmful components. You are responsible for configuring your information technology, Devices, computer programs and platforms in order to access our Platform and should use your own virus protection software. Any subject matter downloaded or otherwise obtained through the use of our Platform is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download or use of any such material. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Always log into your account through the Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 12.4.** We assume no responsibility for any of the products or services advertised or offered by a third party through our Platform or the content of websites linked on our Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. We have no control over the contents of those sites or resources.
- 12.5.** You expressly understand and agree that we, our subsidiaries, affiliates, licensors and our and their respective officers, agents, employees, successors and partners shall not be liable to you or any user for any direct, indirect, special, punitive, exemplary, incidental or consequential loss or damages, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, even if foreseeable, including but not limited to damages for loss of profits, data, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation resulting from or in connection with: (i) the use of, or inability to use, or unavailability of our Platform; (ii) the use of or reliance on any content displayed on our Platform; (iii) the cost of procurement of substitute goods and services; (iv) any personal injury or property damage, of any nature whatsoever, resulting from your use of our Platform; (v) any unauthorised access to or use of our Platform and/or any and all personal information stored therein; (vi) any software bugs, viruses, Trojan horses, spyware, scareware, worms, phishing attacks, distributed denial-of-service attacks or other harmful codes that may be transmitted to or through our Platform or on any website linked to it; (vii) any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted or otherwise made available

through our Platform; (viii) any Contributions or the acts or omissions of any third party; and/or (ix) any other matters relating to our Platform.

- 12.6.** Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of these Terms of Use shall be limited to the aggregate amount of Subscription Fees paid by you to us during the three (3) month period immediately preceding the event giving rise to the claim for liability.
- 12.7.** Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law, including, in relation to Patients and non-professional Representatives only, liability under sections 49 and 50 of the Consumer Rights Act 2015. The provisions of this Section 12 shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **13. FEES**

- 13.1.** We may offer trials of paid memberships for a specified period without payment or at a reduced rate (a “**Trial**”). Certain Trial periods may require the submission of a promotional code (a “**Code**”). In order to make use of a Trial we may require the submission of your payment details, and the Trial will convert to a paid subscription at the end of the Trial if you do not cancel your membership before that. We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial or the applicability of a Code at any time without prior notice and with no liability, to the greatest extent permitted under the law.
- 13.2.** Access and use of the Platform is granted subject to the payment of a monthly subscription fee at the rate(s) notified to you at the time you register your account or as further to Section 13.10 below (“**Subscription Fee**”). Upon registration of your account you will be required to provide billing and payment details before being able to use or to continue using the Platform. You will be charged and invoiced monthly in advance.
- 13.3.** We reserve the right to change the Subscription Fee with seven (7) days’ notice. Price changes will take effect immediately after the end of such seven (7) days’ notice period. You hereby accept the new price by continuing to use the Platform after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by terminating your account prior to the price change going into effect.
- 13.4.** If you default on any payment, we may: (i) terminate your account and remove from our Platform your information; and/or (ii) take any action which is necessary in our opinion to recover our losses.
- 13.5.** Your data will remain “live” on our Platform until such time that you choose to delete your account or your account is terminated by us. We shall be under no obligation to retain any of your data after termination of your account. On expiration or termination of your account for any reason, all the rights, licences and benefits granted to you hereunder shall immediately terminate.

- 13.6. The payment of your Subscription Fee is done through an authorised reseller or payment processing firm and your relationship with such reseller or payment processor is a contractual matter between you and such third-party. We are not a party to, or responsible on account of, such contract.

#### 14. MISCELLANEOUS TERMS

- 14.1 Force Majeure. We shall have no liability to you under these Terms of Use if we are prevented from or delayed in performing our obligations under these Terms of Use, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 14.2 Severance. If any provision (or part of a provision) of these Terms of Use is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to our commercial intention.
- 14.3 Entire agreement. These Terms of Use, and any documents referred to in it, constitute the whole agreement between you and us and supersede any previous arrangement, understanding or agreement between ourselves relating to the subject matter they cover. You acknowledge and agree that in entering into these Terms of Use you did not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms of Use or not) relating to the subject matter of these Terms of Use, other than as expressly set out herein. No variation of these Terms of Use shall be effective unless it is in writing and signed by us (or our authorised representatives).
- 14.4 Assignment. You may not assign, transfer, charge, sub-license or deal in any other manner with all or any of your rights or obligations under these Terms of Use to any other person. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these Terms of Use.
- 14.5 No partnership or agency. Nothing in these Terms of Use is intended to or shall operate to create a partnership between the parties, or authorise either of you or us to act as agent for the other, and neither of you or us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.6 Third party rights. These Terms of Use do not confer any rights on any person or party (other than the parties to these Terms of Use and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.7 Marketing. You agree that we may publicly identify any professional Representative or HCP that is a User of the Platform for the purpose of marketing and publicising our services, including use of your logo on a list of customers on our Platform.

14.8 Governing Law and Jurisdiction. These Terms of Use, their subject matter and formation, and any dispute or claim arising out of or in connection with these (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and fall under the exclusive jurisdiction of the courts of England and Wales.

## 15. **CONTACT US**

To contact us, please email [support@neuroproactive.com](mailto:support@neuroproactive.com).