

NeuroBrave products Terms of Service

Last updated: October 1st,2021

NeuroBrave Ltd., ("**NeuroBrave**", "**us**", "**our**", or "**we**") a company incorporated in the State of Israel with Company No. 516219342, has developed a cloud/on premise software platform for research, management and development of neurotechnology and sensing applications ("**Platform**"). Through the Platform, our customers ("**Customers**") can transmit certain data such as neural and physiological signals from wearables, sensors and devices and such data can be analyzed, processed and insights can be deployed, at scale in real-time. These Terms of Service ("**Terms**") govern the access and use of the Platform and the services available thereon ("**Services**") by Customers and their authorized personnel ("**Authorized Users**"). "**You**" means a Customer using the Services and/or any Authorized User using the Services on behalf of a Customer.

Clicking on the button marked "I agree" signifies your assent to these Terms either on behalf of a Customer or as one of the Customer's Authorized Users. Changes may be made to these Terms from time to time and your continued use of the Services following any changes to these Terms signifies your assent to the amended Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and do not use the Platform or Services.

If you are registering on behalf of a Customer, you represent that you are authorized to enter and bind the Customer to these Terms and register for the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and the Customer and the right to access the Platform and Services is revoked where these Terms or use of the Services is prohibited.

1. Use of Services

- 1.1. Subject to these Terms, NeuroBrave allows you to access and use the Platform and the Services as well as the Software and API (both as defined below) on a non-exclusive basis.
- 1.2. Use of and access to the Platform and Services is void where prohibited by law. You represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older, and have the ability to form a binding contract; (d) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, guidelines, and these Terms throughout your use of the Platform and/or Services.
- 1.3. Under certain circumstances, as agreed between NeuroBrave and the applicable Customer, NeuroBrave may provide an "on premise" version of the Platform, in which NeuroBrave will provide software that will be installed on Customer's computers and systems ("**Software**").
- 1.4. Customers using the Platform will be able to submit data to the Platform through NeuroBrave's proprietary application program interface ("**API**").

2. Account Registration

- 2.1. Following registration of a Customer account, Customer's "admin user" may open user accounts for certain personnel designated as "Authorized Users" and give them access to the Customer's account. In order to access the individual Authorized User accounts on the Platform and use the Services, which will be linked to the Customer's account, each Authorized User will be required to accept these Terms. To complete the registration process, Authorized Users must provide all (additional) registration information as requested by us.
- 2.2. To the extent that the Customer provides any Personal Data (as defined below) to NeuroBrave as part of the process of registration of Authorized Users, Customer represents that (i) it has obtained all necessary consents required under applicable law to provide such Personal Data to NeuroBrave and to allow NeuroBrave to process and share such data for the provision of the Services, and (ii) it shall ensure that a record of such consents is maintained, all as required under applicable law.
- 2.3. NeuroBrave may refuse to open an account for any individual or entity at its sole discretion and/or limit the number of Authorized Users a Customer may register, at its sole discretion, all subject to applicable law.
- 2.4. Customer and each Authorized User undertake to notify NeuroBrave immediately in the case of any unauthorized use of an Authorized User's account or password. Customer shall be fully and solely responsible for the security of any computer system and/or mobile device used by any Authorized User and all activity on any Authorized User's account, even if such activities were not committed by the Authorized User. NeuroBrave will not be liable for any losses or damage arising from unauthorized use of the Services.

3. Term and Termination.

- 3.1. These Terms will be in effect with respect to a Customer as of the date they are accepted by the Customer and until terminated in accordance with the terms hereof: A monthly (30 days) subscription, or a yearly (365 days) subscription. Special offers for design partners, new customers or enterprise customers might be available from time to time or by specific request and offering from NeuroBrave.
- 3.2. Notwithstanding the above, these Terms may be terminated by NeuroBrave by providing seven (7) days prior written notice to the Customer, in the case of breach by the Customer or in the event that Customer (i) makes a general assignment for the benefit of its creditors; (ii) applies for, consents to, or acquiesces to the appointment of a receiver, trustee, custodian, or liquidator for its business or assets; (iii) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws.
- 3.3. Upon the expiration or termination of these Terms for any reason, NeuroBrave shall terminate all of Customer's Authorized Users' accounts and Customer's Authorized Users shall have no further access to the Platform, API, or Services or content available thereon. If the Customer has been provided with Software, all Software should be deleted from any devices or systems on which it has been installed and such deletion

shall be certified in writing to NeuroBrave by an authorized officer of the Customer.

- 3.4. In addition, NeuroBrave may suspend or terminate any Authorized User account with immediate effect and may take any other corrective action it deems appropriate upon occurrence of any of the following events: (i) termination, suspension or expiration of NeuroBrave's engagement with the applicable Customer; (ii) violation of the letter or spirit of these Terms, (ii) fraudulent, harassing or abusive behavior, (iii) behavior that is illegal or harmful to other users, third parties, or the business interests of NeuroBrave.

4. Fees and Payment

- 4.1. In consideration of the use of the Platform and the Services, Customer shall pay NeuroBrave the applicable fees set forth on NeuroBrave's website or by a direct quote between NeuroBrave and the Customer ("**Fees**") in accordance with the payment terms set forth therein. Customer will be asked to provide customary billing information such as name, billing address and credit card information either to NeuroBrave or its third-party payment processor(s). Customer hereby authorizes the collection of such amounts by charging the credit card provided, either directly by NeuroBrave or indirectly, via a third-party online payment processor or by one of the payment methods described on the Platform from time to time. If Customer is directed to a third-party payment processor, it may be subject to terms and conditions governing use of that third party's service and that third party's personal data collection practices. Customer is responsible for reviewing such terms and conditions and privacy policy before using such services. NeuroBrave does not accept responsibility for any payments processed or submitted through third-party websites and applications or for the privacy policies of such third parties.

- 4.2. Where applicable, taxes may also be charged. Except as expressly provided in these Terms, fees are non-refundable.

- 4.3. Please note that NeuroBrave may impose or deduct foreign currency processing costs on or from any payments or payouts by NeuroBrave in currencies other than New Israeli Shekel or US Dollars. When converting currency, prices may be rounded up to the nearest whole number.

5. **Personal Data and Privacy.** Customer represents and warrants that to the extent that NeuroBrave processes Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**")) provided by Customer for the purpose provision of the Services, including through the API, (a) Customer will at all times be considered the data Controller (as defined in the GDPR) or equivalent under applicable law and will be responsible for compliance with its obligations under applicable law, including the GDPR and Israeli law, as applicable, and NeuroBrave shall act solely as a data Processor (as defined in the GDPR) or equivalent under applicable law, on Customer's behalf, to the extent relevant under applicable law; (b) Customer has obtained and shall maintain throughout the term of these Terms all necessary rights and consents required under applicable law in order to provide Personal Data to NeuroBrave and allow it to provide its Services as a Processor; and (c) Customer shall ensure that a record of such consents is maintained, as required under applicable law.

6. **Content.** Certain types of content may be made available through the Platform. "**Content**" as used in these Terms means, collectively, all content on or made available through the Platform, including any information, analysis and reports and any modifications or derivatives of the foregoing. Through the API, you will be able to provide certain content to NeuroBrave, including but not mandatory - meta data, hardware devices and sensors data and meta data, measured data sets and real-time streaming measured data, special indexing and reference charts ("**Customer Content**").

7. **Customer Content Restrictions**

7.1. NeuroBrave has no obligation to accept or maintain any Customer Content. Moreover, NeuroBrave reserves the right to remove and permanently delete any Customer Content, without notice if such Customer Content is suspected to be infringing or in the event of termination of the applicable account. Customer and Authorized User are and shall remain at all times fully and solely responsible for any Customer Content that is submitted by Customer and/or Authorized User, as applicable, to the Platform.

7.2. You represent and warrant that any Customer Content that you upload (i) complies with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral or other rights; and (iii) that you have all necessary rights, licenses, consents, and authorities required under applicable law to submit such Customer Content.

7.3. NeuroBrave may, at its sole discretion, choose to monitor Customer Content for illegal materials, including through automatic means, provided however, that NeuroBrave reserves the right to treat Customer Content as content stored at the direction of users for which NeuroBrave will not exercise editorial control except when violations are directly brought to NeuroBrave's attention.

8. **Use Restrictions.** Customer shall not and shall not allow any Authorized User or any third party to (attempt) to: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform, Software, API or Services without our prior written authorization, including framing or mirroring any part of the Platform, Software, API or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; (3) use the Platform, Software, API or Services or Content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, Software, API or Services; (5) use or access another Authorized User or Customer's account or password without permission; (6) copy, modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell, further develop, download, or otherwise use the Platform, Software, API or Services or Content thereon in any manner not permitted by these Terms or applicable law.

9. **Intellectual Property**

- 9.1. NeuroBrave or its licensors, as the case may be, have all right, title and interest in the Platform, Software, API, and Services, and any Content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Content of the Platform or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform, Software and/or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Platform should be construed as granting you any right to use any trademark, service mark, logo, or trade name of NeuroBrave or any third party. If you provide NeuroBrave with any feedback regarding any content on the Platform and/or Services, NeuroBrave may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 9.2. You have all right, title and interest in the Customer Content you submit. By submitting any Customer Content, you grant NeuroBrave and its successors and assignees a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, alter, and/or decompile such Customer Content solely for the purpose of provision of the Services.

10. Confidential Information.

- 10.1. Confidential Information. Each of Customer and NeuroBrave (each, a "**Recipient**") may have access to certain non-public or proprietary information of the other party (each, a "**Disclosing Party**") including any technical or non-technical information related to the other party's business and current, future and proposed products, services, and (prospective) customers in each case whether or not specifically designated as "confidential" or "proprietary" ("**Confidential Information**"). The Software and API shall be considered the Confidential Information of NeuroBrave. Any feedback Customer or its Authorized Users may provide NeuroBrave with regard to the Platform and/or Services shall be considered the Confidential Information of NeuroBrave. Customer Content shall be considered the Confidential Information of Customer.
- 10.2. Nondisclosure Obligations. Except as permitted herein, Recipient may not use, disseminate, or in any way disclose the Confidential Information except for purposes of providing or receiving the Services or in furtherance of the relationship of the parties hereunder. Recipient may use the Confidential Information solely for the purposes set out in these Terms. Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information but in any event with a high degree of care. Recipient shall disclose Confidential Information only to those of its employees or representatives (including when Recipient is the Customer, its Authorized Users) who have a need to know the information in order for Recipient to perform its obligations under these Terms and which are bound by non-disclosure and non-use obligations no less restrictive than those set out herein. Without derogating from the aforesaid, Recipient shall bear full responsibility for any harm caused to Disclosing Party by disclosure to its employees or representatives. The obligations set

forth in this section shall survive termination of these Terms for any reason.

- 10.3. Exclusions. Recipient's obligations hereunder do not apply to any Confidential Information that Recipient can demonstrate by written records (a) was in the public domain at or subsequent to the time the Confidential Information and was received by Recipient through no act or omission of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by Disclosing Party; or (c) was independently developed by Recipient without use of, or reference to, any Confidential Information. A disclosure of any Confidential Information by Recipient in response to a law, regulation, or governmental or judicial order ("**Order**") will not be considered to be a breach of these Terms or a waiver of confidentiality for other purposes; provided, however, that Recipient, to the extent permitted by such Order (a) provides prompt prior written notice thereof to Disclosing Party of such Order; (b) reasonably cooperates with Disclosing Party in opposing such disclosure, (c) only discloses to extent required by such Order.

11. Disclaimers and Disclaimer of Warranty

- 11.1. Your use of the Platform and/or Services is at your sole discretion and risk. The Platform, Software, API, Services, and Content thereon, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs.
- 11.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM, SOFTWARE, API, SERVICES AND/OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM, SOFTWARE, API, AND/OR SERVICES; (II) THAT PLATFORM, SOFTWARE, API, OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, SOFTWARE, API, AND/OR SERVICES.
- 11.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 11.4. You acknowledge and agree that NeuroBrave is not a data retention service. You therefore must create backups of your data, and NeuroBrave shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.

12. Limitation of Liability

12.1. Without derogating from any of the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the API, any Content or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer online systems or equipment, servers or providers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or damage to any person's property, including mobile device or computer, resulting from the conduct of any users of the Services, whether online or offline. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to NeuroBrave, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

12.2. IN NO EVENT SHALL NEUROBRAVE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NEUROBRAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US IN THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE. IF YOU HAVE NOT MADE ANY PAYMENTS TO NEUROBRAVE FOR THE USE OF THE PLATFORM, THEN NEUROBRAVE'S AGGREGATE LIABILITY SHALL BE \$100 (ONE HUNDRED US DOLLARS).

13. **Indemnification.** You agree to indemnify, defend, and hold harmless NeuroBrave and its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or computer and/or mobile device, password (whether authorized or unauthorized) or, in the case of a Customer, any Authorized User using the Services on your behalf; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Platform, Software, API, or Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law.

14. **Notices.** Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties

hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.

15. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of Israel, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and NeuroBrave or enables you to act on behalf of NeuroBrave. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.