

## Neuratone Terms of Service

**Effective Date: March 21, 2014**

### Offer Terms:

Please send me a 45 day supply of Neuratone Anti-Aging Treatment to try risk free for 14-days. I will be billed today just \$1.99 shipping and processing. With the 30 Day Satisfaction Guarantee, I just have to call within 14 days of receipt and return within 2 weeks to avoid being billed any additional amount. If I keep the product, I will be billed one payment of \$79.95 a 20% discount off of the current retail price, 15 days following receipt of my shipment. Then unless I cancel, I will continue to receive a new 45 day supply with a fixed low price of just \$79.95 plus \$6.95 S&P, which will be billed to the card I provide today. By clicking "Rush My Trial", I authorize Neuratone to charge my card for each shipment per the terms described above. Local and State sales tax may apply. There is no commitment to continue. I can call customer service at 1-866-932-4036 at any time to cancel. My 30 Day Satisfaction Guarantee covers every shipment of Neuratone.

PLEASE READ THE FOLLOWING TERMS OF SERVICE RELATING TO YOUR USE OF THE WEBSITES, EMAIL AND INTERACTIVE AND MOBILE APPLICATIONS ("NEURATONE APPLICATIONS") WHICH ARE OWNED AND OPERATED BY NEURATONE PRODUCTS LLC ("NEURATONE") CAREFULLY. THESE TERMS OF SERVICE GOVERN YOUR USE OF THE NEURATONE APPLICATIONS AND ALL PRODUCTS AND SERVICES OFFERED THROUGH THE NEURATONE APPLICATIONS.

### ACCEPTANCE OF TERMS OF SERVICE.

This Agreement is an electronic agreement that sets out the legally binding terms ("Terms") of your use of the Neuratone Applications and membership and/or auto ship services (collectively "Services") available to you on the Neuratone Applications. This Agreement includes Neuratone's policies and notices about use of its Neuratone Applications and Services and our privacy policy found at [Privacy Policy](#), which policies are incorporated into these Terms by reference. Each time you use the Neuratone Applications and Services, you signify that you agree to be bound by these Terms. If you do not agree to these Terms, you must discontinue using the Neuratone Applications and Services. All references to Neuratone, "us", "our", or "we" will be deemed to include Neuratone Products LLC. By using the Neuratone Applications and Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by its Terms.

**Updates to Terms.** Neuratone reserves the right to update or change these Terms at any time by posting the most current version of the Terms on the Neuratone Applications. Neuratone will provide notice of changes to the Terms by posting the new Terms on the Neuratone Applications with a new Effective Date shown. All such changes in the Terms shall be effective from the Effective Date set when it is posted on the Neuratone Applications. Your continued use of the Neuratone Applications or Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Neuratone Applications and Services.

**Electronic Form.** By accessing the Neuratone Applications and Services you consent to have this Agreement provided to you in electronic form.

**Non-electronic Copy.** You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to [admin2@Neuratone.com](mailto:admin2@Neuratone.com) or send a letter and self-addressed stamped envelope to: Neuratone Products, LLC, 626 RXR Plaza 6th Floor Uniondale, NY 11556

**Purchasing Products and Services.** By accepting a risk free trial or making a purchase you agree to provide (i) true, accurate, current and complete information as prompted by the registration form, and (ii) maintain and properly update your account information to keep it true, accurate, current and complete.

#### CHARGES ON YOUR BILLING ACCOUNT.

If you purchase a risk free trial, Neuratone will bill you for your online account using the billing information you provide (your "Billing Account") for use of the Service and you agree to be responsible for return shipping of the product should you wish to cancel during your trial period. You agree to pay Neuratone all charges at the prices then in effect for your use of the Service using your Billing Account, and any applicable taxes, and you authorize Neuratone to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. Neuratone reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third party sources.

**Recurring Billing.** Access to the Service may consist of an initial period, where you can try a product risk free, followed by recurring periodic charges as agreed to by you. By entering into this Agreement, you acknowledge that your risk free trial has an initial shipping and processing fee and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. To change or cancel your Service at any time, call our customer service representatives at 1-866-932-4036. Your products will be automatically shipped per the offer you originally accepted but you can change a shipment or product at any time by calling us at 1-866-932-4036. Your non-termination or continued use of the Service reaffirms that Neuratone is authorized to charge your Payment Method. Neuratone may submit those charges for payment and you will be responsible for such charges. NEURATONE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU AFFIRMATIVELY CANCEL YOUR SERVICE OR NOTIFY US THAT YOU WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE NEURATONE REASONABLY COULD ACT TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD.

**Current Information Required.** YOU MUST PROMPTLY NOTIFY NEURATONE IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT). IF YOU FAIL TO PROVIDE NEURATONE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT NEURATONE MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS WE HAVE EVIDENCE THAT YOU HAVE TERMINATED YOUR USE OF THE SERVICE.

**Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Neuratone does not receive payment from your Payment Method Provider, you agree to pay all amounts, which may include lesser amounts which Neuratone will charge to your Account up to what is due on your Billing Account upon demand.

**Change in Amount Authorized.** If the amount to be charged to your Billing Account varies from the current rate set forth in your initial offer due to an increase in our current rates (other than due to the imposition or change in the amount of state sales taxes), Neuratone shall provide notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method. You agree that Neuratone may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

**Free Trials and Other Promotions.** Any free trial or other promotion that provides introductory free or risk free access to Services must be used within the specified time of the trial as provided in the offer you accept. You must cancel your membership before the end of the trial period in order to avoid being charged a membership or other fee. For Billing-Related Inquires. For assistance with billing-related issues please call us at 1-866-932-4036  
USE OF THE SERVICES.

**Personal Use.** The Neuratone Applications and the Services offered are intended for your personal, noncommercial use in accordance with these Terms. You agree that you will not (i) copy, display or distribute any part of the Neuratone Applications without Neuratone's prior written consent, or alter or modify any part of the Neuratone Applications other than as may be reasonably necessary to use the Neuratone Applications and Services for their intended purpose. You will take no action to interfere with, interrupt, destroy or limit the functionality of the Neuratone Applications and Services or any computer software or hardware or telecommunications equipment. You will not distribute or transmit any content or software or other computer files that contain a computer virus or other harmful component.  
USER SUBMISSIONS.

**Communication Services.** The Services may contain public forums designed to enable you to communicate with others (the "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service ("User Content"). Neuratone has no obligation to monitor the User Content. However, Neuratone reserves the right to review materials posted to the Communication Services and to remove any User Content at any time, without notice, for any reason and in its sole discretion. Neuratone reserves the right to terminate or suspend your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. You acknowledge that chats, postings, and other communications by users are not controlled or endorsed by Neuratone, and such communications shall not be considered reviewed, screened or approved by Neuratone. User Content, including statements made in public forums reflect only the views of their authors. Neuratone specifically disclaims any liability with regard to the User Content and any actions resulting from your participation in any Communication Services. Managers and hosts of Communications Services are not authorized Neuratone spokespersons, and their views do not necessarily reflect those of Neuratone. Neuratone representatives may monitor your User Content on the Neuratone Applications, but we cannot monitor all of the User Content on the Neuratone Applications, and we do not attempt to do so. If you encounter something you find objectionable and in violation of these Terms, you can report it to [admin2@Neuratone.com](mailto:admin2@Neuratone.com).

By using the Communication Services and submitting User Content to the Neuratone Applications, you grant to Neuratone, and its successors in business and assigns, a perpetual, worldwide, royalty-free, and non-exclusive license to reproduce, distribute, modify, edit, display, adapt, create derivative works from and market and promote the User

Content, for any commercial purposes, and in any medium now existing or hereinafter developed, and to use your name, likeness, voice, performance, and any personal information you submit with or contained within the User Content, without your prior approval or the payment of any compensation and without notice. You also grant each user of the Neuratone Applications a non-exclusive license to access your User Content as permitted through the functionality of the Neuratone Applications and under these Terms. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in the User Content you submit.

You acknowledge and agree that your communications with other users via the Communications Services are public and not private communications, and that you have no expectation of privacy concerning your use of these Communications Services or your User Content. You acknowledge that personal information that you communicate on the Communications Services may be seen and used by others and result in unsolicited communications; therefore, we strongly encourage you not to disclose any personal information about yourself in your public communications on our Services. Neuratone is not responsible for information that you choose to communicate to other users via the Communications Services, or for the actions of other users. All User Content must comply with User Posting Requirements.

**User Posting Requirements.** You agree that you may not access or use the Services and/or related Communication Services, in order to:

- Use such Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, transmit, distribute or disseminate content that is harmful, abusive, vulgar, sexually explicit, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity, hateful or racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable.
- Use, upload, transmit, distribute or otherwise make available any material or information, including images or photographs which contain any materials that could infringe any copyright, trademark, publicity or privacy right or any other intellectual property right of any person or entity unless you have first received permission from the owner of those rights to use the materials in this manner.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Neuratone Applications or other users' computers.
- Except as expressly authorized by Neuratone, advertise or offer to sell or buy any goods or services for any purpose, unless the Services specifically allow such messages.
- Falsify, delete or disable any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Services. For example, disrupting the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly, inputting excessively large images so the screen goes by too fast to read, use of excessive SHOUTING (all caps) in an attempt to disturb other users, "spamming," or flooding (continuous posting repetitive text), are prohibited.
- Encourage behavior that does not support a safe and comfortable environment for all users, including but not limited to posting or transmitting any materials that are threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, sexually explicit, inflammatory, profane, racially or ethnically objectionable, religious or political, or any materials that encourage inappropriate or unlawful conduct.
- Collect in any way personal information about others, including e-mail addresses, or use such information to send unsolicited emails.
- Violate any applicable laws or regulations, or promote or encourage any illegal activity including, without limitation, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services.
- Impersonate or create a false identity (such as a celebrity or Neuratone representative) for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such Services or other user or usage information or any portion thereof.
- Attempt to get a password, other account information, or other private information from a member or any other user of the Services.
- Improperly use support or complaint buttons or make false reports to Neuratone administrators.
- Use, develop or distribute "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- Use a bulletin board or other Communications Service in any manner other than for personal communication as an individual user (i.e. not as a corporation or other entity).
- Use the Neuratone Applications to resell or make any commercial use of the Neuratone Applications or Services or otherwise commercially exploit the same, without the prior express written consent of Neuratone.
- Use the Services for fraudulent transactions.
- Sell, buy, or transfer access to your account.
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage.

## PROPRIETARY RIGHTS

The Services and all material published on the Neuratone Applications, including, but not limited to text, photographs, video, graphics, music, images, animations, audio, "applets" (incorporated into the software data), sounds, messages, comments, ratings, and other materials on the Neuratone Applications are owned by Neuratone or its licensors and is protected by copyright, patents, trademarks, trade secrets and/or other proprietary rights, including under the United States copyright laws. Neuratone owns a copyright in the selection, coordination, arrangement and enhancement of such content and a copyright in the Neuratone Applications. Neuratone's products' names and its logos are trademarks of Neuratone Products LLC and are protected by state and federal laws. All other trademarks appearing on the Neuratone Applications ("Marks") are trademarks of their respective owners. Users are prohibited from using any Marks without the written permission of Neuratone or such third party that may own the Marks. You may not copy, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any of the content, in whole or in part, without Neuratone's prior written consent. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Neuratone Applications or Service. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You may download content for your personal, non-commercial use only as provided in these Terms, provided that you keep intact all copyright and other proprietary notices. Copying or storing of content other than for personal use is expressly prohibited without prior permission from us or the copyright holder identified in the copyright notice contained in the content.

**No License Granted.** Except for allowing you to use the Neuratone Applications and Services for your personal use as set forth in the paragraph above, when you use the Neuratone Applications and Services, you are not receiving a license or any other rights from Neuratone, including intellectual property or other proprietary rights of Neuratone. You understand that you have no rights to the Neuratone Applications and Services or any other Neuratone property except as we indicate in these Terms.

## DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

Neuratone has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. We reserve the right to remove any User Content on the Neuratone Applications and Services which allegedly infringes another person's copyright. We are under no obligation to, and do not, scan content posted for any violations of third party rights, however, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Neuratone Applications and Services. If you believe any materials on the Neuratone Applications and Services or the Service infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## All DMCA notices should be sent to our designated agent as follows:

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Neuratone Products LLC, 626 RXR Plaza 6th Floor Uniondale, NY 11556

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## GENERAL

**Age Requirements.** You must be at least 18 years old or the age of majority in your state of residence, whichever is older, to join Neuratone and to use the Services.

**Communications from Neuratone.** By registering for Neuratone, you will receive online communications from Neuratone. You may also receive electronic communications from Neuratone by just providing your email address and not registering. In either case, to unsubscribe from any Neuratone email list, simply click on the "Unsubscribe" link at the bottom of the email and your name will be removed from that mailing list. To see how we use your personal information go to our privacy policy at [Privacy Policy](#).

**Links.** You may be able to access other websites or resources through links on the Neuratone Applications. Because Neuratone has no control over such sites and resources, you acknowledge and agree Neuratone is not responsible for

the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials available from such sites or resources nor does Neuratone endorse any such sites or the products or services assessable on such sites. You further acknowledge and agree that Neuratone shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### LEGAL NOTICES

**Disclaimer of Warranties.** YOU UNDERSTAND THAT YOUR USE OF THE NEURATONE APPLICATIONS AND SERVICES (INCLUDING ANY DOWNLOADS OR ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM YOU EXPERIENCE FROM USING NEURATONE APPLICATIONS AND SERVICES) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT THE NEURATONE APPLICATIONS AND SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT INCLUDED IN OR ACCESSIBLE FROM THE NEURATONE APPLICATIONS AND SERVICES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. IN ADDITION TO THE PRECEDING PARAGRAPH AND OTHER PROVISIONS OF THIS AGREEMENT, ANY ADVICE THAT MAY BE POSTED ON THE NEURATONE APPLICATIONS ARE FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED TO REPLACE OR SUBSTITUTE FOR ANY PROFESSIONAL FINANCIAL, MEDICAL, LEGAL, OR OTHER ADVICE. NEURATONE MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY CONCERNING ANY TREATMENT, ACTION BY, OR EFFECT ON ANY PERSON FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE NEURATONE APPLICATIONS AND SERVICES. IF YOU HAVE SPECIFIC CONCERNS OR A SITUATION ARISES IN WHICH YOU REQUIRE PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST. YOU ACKNOWLEDGE THAT NEURATONE MAKES NO WARRANTY THAT THE NEURATONE APPLICATIONS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND THAT NEURATONE DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF THE NEURATONE APPLICATIONS OR SERVICES WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THIS DOCUMENT. YOUR USE AND BROWSING OF THE NEURATONE APPLICATIONS AND SERVICES IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE NEURATONE APPLICATIONS AND SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE NEURATONE APPLICATIONS AND SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEURATONE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NEURATONE APPLICATIONS AND SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE NEURATONE APPLICATIONS AND SERVICES.

ALL CONTENT, PRODUCTS AND THIRD PARTY SERVICES ON THE NEURATONE APPLICATIONS, OR OBTAINED FROM A WEBSITE TO WHICH THE NEURATONE APPLICATIONS ARE LINKED ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. NEURATONE DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR SERVICE ACCESSED FROM THE NEURATONE APPLICATIONS AND SERVICES OR A LINKED SITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL NEURATONE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE NEURATONE APPLICATIONS AND SERVICES OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THE NEURATONE APPLICATIONS AND SERVICES OR A LINKED SITE.

**Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEURATONE OR ITS PARENT, SUBSIDIARIES OR AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE NEURATONE APPLICATIONS AND SERVICES, EVEN IF NEURATONE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. NEURATONE'S LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE WARRANTY DISCLAIMERS. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN

NEUTRATONE'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED \$10.

**Indemnity/Release.** You understand that you are personally responsible for your behavior while on the Neuratone Applications or using the Services and agree to indemnify and hold Neuratone, and its parent, subsidiaries, affiliates, business partners, and their respective officers, directors, employees, and agents, harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that we may incur arising out of or related to your use of the Neuratone Applications and or Services or in connection with a third party claim or otherwise, in relation to your use of the Neuratone Applications or Services or access to the Neuratone Applications, or your violation of either these Terms, applicable law or the rights of any third party. You are solely responsible for your own interactions with any persons you interact with who you met through the Neuratone Applications and Services. To the extent permitted under applicable laws, you hereby release Neuratone from any and all claims or liability related to your use of the Neuratone Applications or Services.

*In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."*

**Access to Services.** Neuratone reserves the right to change, discontinue or suspend its Services at any time for any reason. Neuratone shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision Neuratone makes relating to termination or suspension of any person's account shall be final and binding. You agree that we may terminate, modify, discontinue or abandon the Neuratone Applications and Services with or without notice to you and that we will not be liable to you or any third party as a result of such termination, modification, discontinuance or abandonment. If this Agreement is terminated for any reason, the provisions within sections titled PROPRIETARY RIGHTS, and LEGAL NOTICES shall survive any such termination.

**Privacy.** The Neuratone Applications are governed by the terms and conditions set out in our privacy policy found at [Privacy Policy](#), which is incorporated herein by reference.

**No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

#### RESOLUTION OF DISPUTES

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws rules, except that the Arbitration provision shall be governed by the Federal Arbitration Act.

**Resolution of any Dispute.** In the event a dispute arises between you and Neuratone, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer care department at 1-866-932-4036, or e-mailing us at [support@Neuratone.com](mailto:support@Neuratone.com). If, however, there is an issue that needs to be resolved, these Terms describe how both of us will proceed:

**Timing of Dispute:** Any claim you may have with respect to Neuratone, the Services, the content or the Neuratone Applications and Services must be commenced within two (2) years after the claim arises or it shall be barred.

**Limitation of Legal Remedies.** INSTEAD OF SUING IN COURT, YOU AND NEURATONE EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS. You and Neuratone agree that any dispute, controversy or claim arising out of or relating to any aspect of our relationship; any content accessible from Neuratone Applications, including User Content; claims that may arise after the termination of the Services; and claims related to marketing efforts, including complaints concerning unsolicited text messages, emails, and telemarketing calls. ("Claim(s)") which cannot be settled through the customer service department refunding your payments in full, shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

**Class Action Waiver.** We each agree that each of us are waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations under these Terms shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("Class Action Waiver").

**Arbitration Procedures.** A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All Notices to Neuratone shall

be sent to the following address: Neuratone Products LLC, ATTN: Legal Department, 626 RXR Plaza 6th Floor Uniondale, NY 11556. All notices sent by Neuratone to you will be sent to the email provided in your Billing Account. Upon receipt of such Notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the Notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or Neuratone may commence an arbitration proceeding. The arbitration of any Claim under this Agreement shall be referred to the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. These rules and procedures are available by calling the AAA or by visiting its web site at [www.adr.org](http://www.adr.org). The arbitration of any Claim shall be conducted in the State in which you reside, and for any claim that does not exceed \$10,000 Neuratone will: (1) pay all costs of the arbitration; (2) if you prefer will conduct the arbitration by telephone, and (3) will not seek attorney's fees in the event Neuratone prevails. Each party shall pay the fees and costs of its own counsel, experts and witnesses.

**Choice of Law.** This Agreement concerns a transaction in interstate commerce, and therefore shall be governed by the United States Federal Arbitration Act, 9 U.S.C. § 1 et seq. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

**Exception.** All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration, with the exception of any claim or action for indemnification, contribution, interpleader, or injunctive relief arising out of a Claim, which claims or actions shall not be subject to arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

**Survival.** This arbitration provision shall survive termination of this Agreement and the closing of your account or membership.

**Severability.** If any provision of these Terms is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable except that if for some reason this prohibition on Class Action Waiver cannot be enforced, then this agreement to arbitrate will not apply.

#### MISCELLANEOUS

These Terms and policies incorporated herein, are the entire agreement between you and Neuratone. They supersede any and all prior or contemporaneous agreements between you and Neuratone relating to your use of the Neuratone Applications or the Services. Neuratone may assign these Terms, in whole or in part, at any time. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of Neuratone to partially or fully exercise any rights or the waiver of Neuratone of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by Neuratone or be deemed a waiver by Neuratone of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Neuratone under these Terms and any other applicable agreement between you and Neuratone shall be cumulative, and the exercise of any such right or remedy shall not limit Neuratone's right to exercise any other right or remedy.

**Contact Us.** Please contact us at [support@Neuratone.com](mailto:support@Neuratone.com) or 1-866-932-4036 if you have any questions about the Terms.

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