



## **Subscription Agreement**

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### **1. Product Use**

a. NeuroNet Learning's educational software programs facilitate learning through movement. In taking part in NeuroNet programs, children will be doing physical exercises such as jumping jacks, toe taps to a stool, stepping up and down on a stool, front somersaults, and other physical exercises. In performing such exercises, children will run the risk of falling, obtaining bumps and bruises, or being injured. By purchasing and participating in any of the NeuroNet programs users acknowledge and accept the risks that go along with practicing the NeuroNet exercises. If you are the parent of a child under the age of 18, by purchasing and allowing your child to participate in any of the NeuroNet programs, you acknowledge and accept the risks of allowing your child to practice the program exercises.

b. If parents have any doubts about the suitability of NeuroNet programs or any individual NeuroNet exercises for their children, they should not participate in that exercise and they should consult their NeuroNet Provider or their child's Doctor before proceeding.

c. NeuroNet programs should be completed under the guidance of a Certified NeuroNet Provider. The program should be followed as it is written in the Clinical Practice Guide. Parents should not attempt to modify program exercises for their children or otherwise use the NeuroNet software in any way other than as directed.

d. Basic supplemental equipment such as stools and weights may be required for children who are participating in NeuroNet programs. Not all such equipment is manufactured or sold by NeuroNet. Parents should consult their NeuroNet Provider before purchasing supplemental equipment to determine which types and brands of equipment are recommended. Every effort should be made to ensure that the equipment being used is safe. However, again, there are intrinsic risks involved in stepping on and off stools and in performing other NeuroNet exercises. Users (or parents of users who are under 18) who are not willing to accept such risks should not participate in the NeuroNet programs.

### **2. Website Terms of Use**

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

### **3. Software License**

When purchasing NeuroNet software, users are purchasing a license to use, not a transfer of title, of that software. All NeuroNet software licenses are for 1 year from the date of purchase unless otherwise advertised.



#### **4. Website Use License**

a. Permission is granted to temporarily download one copy of the materials on NeuroNet Learning's web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

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use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

attempt to decompile or reverse engineer any software contained on NeuroNet Learning's web site;

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This license shall automatically terminate if you violate any of these restrictions and may be terminated by NeuroNet Learning at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### **5. Return Policy**

NeuroNet Learning will accept returns on any unused kits within 30 days of purchase. Any returns after 30 days will not be accepted.

#### **6. Limitations**

In no event shall NeuroNet Learning or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on NeuroNet Learning's website, even if NeuroNet Learning or a NeuroNet Learning authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### **7. Revisions**

NeuroNet Learning may make changes to the materials contained on its web site, including to its Terms and Conditions of Product and Website Use, at any time and without notice. By using this web site or NeuroNet products you are agreeing to be bound by the version of the Terms and Conditions of Use at the time of use or purchase.

#### **8. Links**

NeuroNet Learning has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by NeuroNet Learning of the site. Use of any such linked web site is at the user's own risk.

#### **9. Governing Law**

Any claim relating to NeuroNet Learning's web site shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



## **10. Appropriate NeuroNet Therapy Program Uses**

All families participating in a NeuroNet therapy program are required to purchase a NeuroNet program license and materials package. NeuroNet Therapy Programs are designed for use by:

- a. An individual family using a NeuroNet program under the supervision of a trained NeuroNet provider or
- b. An individual family which has purchased access to NeuroNet training content and a NeuroNet program for the purpose of participating in a NeuroNet program with only their own children.

## **11. Prohibited NeuroNet Therapy Program Uses**

The following uses of NeuroNet Therapy Programs are prohibited and may result in deactivation of your NeuroNet account. Deactivation of your account for misuse will result in a complete loss of your software license. No refunds will be granted.

- a. Implementing a NeuroNet Therapy program without purchasing a program and materials package.
- b. Implementing a NeuroNet Therapy Program with groups of students.
- c. Implementing a NeuroNet Therapy Program without the home practice that is a required component of the program.
- d. Enabling a colleague or subordinate to install and/or use your NeuroNet program.

## **12. Prohibited Uses of NeuroNet Logos**

Personal or business uses of NeuroNet Company logos are strictly prohibited. Company logos include all NeuroNet logos seen on NeuroNet webpages and or Company social media pages.

## **13. Appropriate Uses of NeuroNet Logos**

- a. Certified NeuroNet Providers may use and promote themselves with the Certified NeuroNet Provider logo. This special logo indicates that a therapist has completed the certification requirements to offer NeuroNet. Certified providers appear in the NeuroNet Directory on the NeuroNet website.
- b. Accredited NeuroNet Schools may use and promote themselves with the Accredited NeuroNet School logo. This special logo indicates that a school has completed the training and licensing requirements to offer NeuroNet.

## **Privacy Policy**

Your privacy is very important to us. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.



- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.