



TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY

The Academy for Brain Health and Performance ("ABHP") places great importance on protecting the security and privacy of your personal data. We therefore conduct our business in compliance with all applicable laws on data privacy protection and data security. We will not collect, store, or use any personal data about you without your knowledge and your consent.

ABHP provides online self-paced and instructor led courses and other products and services ("Services") via different levels of our wellness platform (Platform) to individuals ("Users"). These Terms of Use are entered into by and between you and ABHP, and together with the Privacy Policy and any other documents they expressly incorporate by reference, govern your access to the Platform and Services, as well as any content or functionality of the Platform and Services, whether as a visitor or a registered user.

USE OF THE PLATFORM AND SERVICES AND/OR THE CONTENT CONTAINED THEREIN CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE. The Platform and Services are offered to you conditioned on your acceptance of these Terms of Use and all terms, conditions, and notices contained herein. Please read the Terms of Use carefully before you start to use the Platform. By using the Platform, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

You must be at least 18 years old to use the platform and services, or, if you are between the ages of 13 and 18, you must have your parent or guardian's permission to use the platform and you represent and warrant that you have obtained such permission.

1. The Relationship Between ABHP and its Users

As stated in our Privacy Policy, ABHP collects basic demographic information from Users' (e.g., name, email address, preferences) when the User initially

enrolls in a Service on the Platform. ABHP does not disclose information about Users to outside parties without consent from the User and at all times shall be subject to the terms of our Privacy Policy. The personal data we collect (e.g., name, e-mail address) is simply to provide you access to specific information and to communicate with you. Personal data about you will be transferred to or stored with our secure external web hosting and data storage provider.

2. Code of Conduct

In using the Platform and Services, you must behave in a civil and respectful manner at all times. Further, you agree not to use the Platform and Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including but not limited to, exposing them to inappropriate content, asking for personally identifiable information; or to impersonate or attempt to impersonate ABHP, an ABHP employee, or any other user or person or entity. ABHP has the right, but not the obligation, to monitor all conduct on and content submitted to the Platform and Services.

3. User Fees and Refunds

ABHP may charge fees to access certain features and functionalities of the Platform and Services. A User will not be allowed access to any portion of the Platform or Services, or their content until ABHP receives all fees and charges payable by that User. If a User's payment method fails or its account is past due, then ABHP may collect fees owed using other collection mechanisms, which may include charging other payment methods on file with ABHP and/or retaining collection agencies or legal counsel. If a User provides credit or debit card information to pay for the fees, that User represents and warrants that it is authorized to supply such information and authorizes ABHP to charge that payment method on a regular basis to pay the fees as they come due. Each User shall pay all applicable taxes relating to its use of the Platform and Services and other products or services through its accounts.

User Refunds

30 Day Refund Policy

Users are entitled to a full refund within 30 days of their initial Service enrollment, payment, and refund request.

Abuse of the Refund Policy

ABHP reserves the right to refuse refunds to User who abuse this Refund Policy. Examples of abuse include, but are not limited to, requesting refunds for multiple Services or requesting refunds in consecutive months.

4. Cancellation and Deletion

Cancellation

If you cancel a Service, the cancellation will become effective immediately.

Deletion

You may delete your account at any time. Accounts may be deleted from the Platform if they remain inactive (i.e., the user fails to log in) for a continuous period of at least six (6) months. Upon termination, all licenses granted by ABHP will terminate. In the event of account deletion for any reason, your course content or data may no longer be available. ABHP is not responsible for the loss of such content.

5. Content, Licenses & Permissions

Content

The content on the Platform and Services, including all information, software, technology, data, logos, marks, designs, text, graphics, pictures, audio and video files, other data or copyrightable materials or content, and their selection and arrangement, is referred to herein as "Content." Content uploaded, transmitted, or posted by ABHP, is referred to herein as "ABHP Content."

ABHP Content is and remains that ABHP property, and Users only right to that Content is the limited licenses to it granted in these Terms of Use. The Platform, Services, all Content and all software available on the Platform or used to create and operate the ABHP Platform and Services, is and remains the property of ABHP, and is protected under the Copyright Act of 1976, as amended, and other intellectual property laws of the United States and any foreign jurisdiction where the Platform is accessed, and all rights to the Platform, such Content, and such software are expressly reserved. All trademarks and service marks, whether registered or unregistered, as well as product names and company names or logos, displayed or mentioned on the Platform or Services are the property of their respective owners. You must not use such marks without the prior written permission of the owner of the marks. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by ABHP.

6. Intellectual Property

The Platform, the Services and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by ABHP, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

7. Third Party Communications

ABHP disclaims all liability for any communications directed to you from any third party directly or indirectly in connection with the Platform or Services that you may receive and any actions you may take or refrain from taking as a result of such communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any such third-party communications. ABHP assumes no responsibility for verifying, and makes no representations or warranties regarding the identity or trustworthiness of the source or content of any such third-party communications.

Links to Other Sites

The Platform, Services and posted ABHP Content may contain links to third-party websites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. ABHP may also have relationships with third party service providers who handle certain functions for the Platform or Services. Your use of links to Third-Party Sites and any Third-Party Content, or service provided on this Platform or a third party site, is at your own risk. ABHP does not monitor or have any control over, and makes no claim or representation regarding Third-Party Content or Third-Party Sites and accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or websites linking to the Sites. When you leave the Sites, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

8. Registration

To use certain Services, including providing or accessing Courses, you will need to register and obtain a password-protected account. You agree to provide accurate and complete information when registering and at all times thereafter. You are solely responsible for maintaining the confidentiality of your account, username, and password, and for all activities associated therewith. Please contact us at info@brainhealthandperformance.com if you suspect your account was compromised or was used without your permission, and promptly take steps

to secure your account. After registering for a ABHP Wellness Platform account, Users may save a credit card to their account in order to be able to enroll in and pay for multiple Services through single sign on ("SSO").

To the extent permissible under applicable law, ABHP will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use or misuse of your account, either with or without your knowledge. In cases where you have authorized or registered another individual, including minor children under the age of 18, to use your account, you are fully responsible for the online conduct of such person, controlling that person's access to and use of the Platform and Services, and the consequences of any misuse by that person.

9. Errors and Corrections

ABHP does not represent or warrant that the Platform or Services offered through the Platform will be error-free or otherwise reliable, free of viruses, or other harmful components, or that defects will be corrected or that they will always be accessible. ABHP may make improvements and/or changes to the Platform and Services and their features and functionality at any time, and will use commercially reasonable efforts to avoid disrupting peak hours, though some downtime may occur. Please contact ABHP at info@brainhealthandperformance.com to report errors.

We reserve the right to amend the Platform and Services or Content we provide on the Platform and Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform and/or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform or Services, or the entire Platform and Services to Users.

10. Assumption of Risk

You are solely responsible for ensuring that your use of the Platform and Services complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits or grievances filed against you, including, but not limited to, all damages related to your use of the Platform and Services.

DISCLAIMER

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform or Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Platform or Services for any reconstruction of any lost

data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the platform or any services or items obtained through the platform or to your downloading of any material posted on it, or on any services or content linked to it.

The platform, services, courses, and content are provided on an "as is, as available" basis. ABHP expressly disclaims all warranties, including the warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Abhp has no obligation to screen or monitor any content and does not guarantee that any content available on the platform complies with these terms of use or is suitable for all users. ABHP disclaims all responsibility for any loss, injury, claim, liability, and/or damage of any kind resulting from, arising out of, or in any way related to (a) any errors in or omissions from the platform, services, or courses including, but not limited to, technical functionality or inaccuracies; (b) third party communications; (c) any third party content therein directly or indirectly accessed through links on the platform or services, including but not limited to any errors in or omissions therefrom; (d) the unavailability of the program, services, courses, or any portion thereof; (e) your use of the platform or services; and (f) your use of any equipment or software in connection with the platform or services.

LIMITATION OF LIABILITY

You agree that ABHP will not be responsible in any way for any injury that may occur to you during or arising out of you participation in its programs and/or services. Likewise, ABHP has not made any assurances or representations to you about safety, including your safety or the safety of its programs and/or services, and you are not relying on such. You will not hold ABHP or any other entity responsible for your safety.

You also understand that the information conveyed ABHP programs and/or services is not medical advice, but rather education and health information that does not in any supplant that of a physician. In the event of questions regarding health advice or the application of health advice, ABHP advises participants to consult their medical professional. Finally, you hereby waive all claims against ABHP, program/service sponsors, or any personnel involved in their programming for any injury that you might suffer in association with your participation. You attest that if you choose to participate in any health-related activities presented by ABHP programs and services, that you are physically fit to do so.

11. Indemnification

You agree to indemnify, defend, and hold harmless ABHP, its present and future officers, directors, employees, agents, licensors, suppliers, and any third party

information providers to the Platform and Services from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or arising from or related to your use or misuse of the Platform and Services (including, without limitation, use in contravention of these Terms of Use, other ABHP policies, and copyright and other intellectual property law).

12. Third Party Rights

The sections titled Disclaimer, Limitation of Liability, and Indemnification are solely for the benefit of ABHP and its present and future officers, directors, employees, agents, licensors, suppliers, and any third-party providers to the Platform and Services. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on their own behalf. Except as set forth herein, nothing express or implied in these Terms of Use is intended or implied to confer, and nothing herein shall confer, any rights, remedies, liabilities, or obligations whatsoever upon any person or entity. You may not assign your rights under these Terms of Use without ABHP's prior written consent.

13. Unlawful Activity; Termination of Access

ABHP reserves the right to investigate complaints or reported violations of these Terms of Use and to take any action it deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, and disclosing any information necessary or appropriate to such persons or entities relating to Users, User accounts, email addresses, usage history, posted materials, IP addresses, and web traffic information. ABHP may discontinue any User or visitor's participation in the Platform and Services at any time for any reason or no reason. When ABHP terminates a User's account, that User's Content will, shortly thereafter, not appear on the Platform, except for User Content submitted to our forum or comments on our blog, which may remain on the Platform after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for compliance with any relevant laws and regulations and for our internal business purposes.

Without limiting the foregoing, ABHP will cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. You waive and hold harmless ABHP and its affiliates, licensees and service providers, from any claims resulting from any action taken by any of the foregoing parties during, or as a result of, its investigations and from any actions taken as a consequence of investigations by either such parties or law enforcement authorities.

However, we do not undertake to review User content material before it is posted on the Platform or Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described herein.

14. Remedies for Violations

ABHP reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular IP address or other user identifier to the Platform or Services.

15. Communications

ABHP may notify Users of relevant information regarding the Platform and Services in any of the following ways: (a) by emailing Users at the contact information they provide in their account registration, (b) by posting a notice in dashboard areas of the Platform, and (c) by posting the notice elsewhere on the Platform in an area suitable to the notice. It is each User's responsibility to periodically review the Platform for such notices.

Subject to the Privacy Policy, if you send to ABHP or post on the Platform in any public area any testimonials, techniques, suggestions, workflows, or know-how ("User Submissions"), for any purpose, including the developing, manufacturing, and/or marketing of products or services incorporating such information, you acknowledge that ABHP can use such User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to your User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Platform or send them to us.

16. Governing Law and Jurisdiction; Disputes and Arbitration

These Terms of Use are governed by and construed in accordance with the internal law of the State of New York without regard to its principles of conflicts of laws. Any action arising out of or relating to these Terms of Use shall be filed only in the state or federal courts located in the County of New York in the State of New York, and you hereby consent and submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such action.

Any dispute, controversy, proceeding, or claim arising out of or in connection with or relating to these Terms of Use, any of ABHP's policies, or the Platform and/or Services, in each case, whether in contract, tort, common or statutory law, equity or otherwise (collectively, a "Dispute") shall be resolved by binding

confidential arbitration by JAMS pursuant to its Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in New York County, New York, unless you and ABHP agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing ABHP from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, dilution, or violation of our data security, intellectual property rights, or other proprietary rights.

You and ABHP each agree to waive its right to trial by jury and that any proceedings to resolve or litigate any dispute arising hereunder will be conducted solely on an individual basis, and that you will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity. You further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of ABHP and all parties to any such proceeding.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these terms of use or the platform or services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

17. Privacy

Your use of the Platform and Services is subject to our Privacy Policy.

18. Entire Agreement; Severability of Provisions; No Waiver

These Terms of Use incorporate by reference any notices contained on the Platform, including within the Privacy Policy, and constitute the entire agreement with respect to access to and use of the Platform, Services, Courses, and Content. If any provision of these Terms of Use is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

19. Changes to the Terms of Use

ABHP may review and update these Terms of Use at any time in our sole discretion and it is your responsibility to keep abreast of those changes. All changes are effective immediately when posted and apply to all access to and use of the Platform and Services thereafter. Your continued use of the Platform and/or Services following the posting of revised Terms of Use means that you accept and agree to the changes which are binding on you, so please check this webpage periodically for updates.

20. Contact Us

If you have questions or concerns regarding these Terms of Use, the Platform or the Services, you may contact us at:

Academy for Brain Health and Performance, PBC.
Email: info@brainhealthandperformance.com