

Neurons Inc Dashboard

Terms & Conditions

- FEES and SERVICES:** The Neurons Inc Dashboard (hereafter 'the Service') is available through either prepaid, non-refundable credits (services such as: NeuroVision), or through post-test, non-refundable invoice (services such as: Neuromarketing Omnibus; Neuromarketing Task Force, NeuroMeta, NeuroCinematics, NeuroGaming). Neurons Inc may change its fee structure and/or provide an upgrade service at any time with notice, in which case new rates will be in effect as of the next renewal period.
- MEMBER RESPONSIBILITIES:** To register for the Service, you must complete the registration process by providing Neurons Inc with current, complete and accurate information as required by the registration form. You are solely responsible for any use and all activities that occur under your account. You are responsible for safeguarding the confidentiality of your password(s) and user name(s) issued to you by Neurons Inc and for any use or misuse of your account resulting from any third-party using a password or user name issued to you by Neurons Inc. You agree to immediately notify Neurons Inc of any unauthorized use of your account or any other breach of security known to you. You agree to let Neurons Inc use your organization's logo in its customer list and at other places on its website (including but not limited to Neurons Inc.com). Simply notify Neurons Inc (hello@neuronsinc.com) if you would like to opt-out from this.
- INDEMNIFICATION:** You agree to indemnify, hold harmless and defend Neurons Inc, its contractors, its licensors, and their respective directors, officers, employees and agents, at your expense, from and against any and all third-party claims, actions, proceedings, and suits and expenses, including attorneys' fees, arising from your use of the Neurons Inc Tools, the Service, and the website, including but not limited to your violation of this Agreement.
- THIRD PARTIES:** If you allow a third party access to the Service through your account, you shall ensure that said third party is bound by and abides by the terms of this Agreement. All provisions in this Agreement, including but not limited to warranty disclaimers, indemnity, limitations of liability, and proprietary rights, are applicable to the Third Party.
- DISCLAIMER OR WARRANTIES:** Neurons Inc service is provided 'as is'. Neurons Inc and its contractors hereby disclaim all warranties of any kind, expressed or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Unless explicitly stated in a separate contract between Neurons Inc and you, neither Neurons Inc nor its contractors makes any warranty that the Client, Service, or website will be error free, free of viruses or other harmful components, or that access thereto will be continuous or uninterrupted. You understand that the use of Neurons Inc, and the website is at your own discretion and risk.

6. **LIMITATION OF LIABILITY:** Neurons Inc. will not be liable to you or any third-party claimant for any indirect, special, punitive, consequential (including, without limitation, lost profits or lost data collected through the service and/or use of the Neurons Inc), or incidental damages, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if possible client, the has been advised of the possibility of such damages. The exclusion contained in this paragraph shall apply regardless of the failure of the exclusive remedy provided in the following paragraph. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitations or exclusions in this and the foregoing paragraph may not apply to you.

Neurons Inc. and its contractors' total cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed \$1.

7. **SERVICE LEVELS:** Neurons Inc does not guarantee the Service will be operable at all times or during any down time, including but not limited to Internet Service Provider outages, equipment failures, scheduled maintenance, or force majeure.

8. **PROPRIETARY RIGHTS NOTICE:** The Service, which includes but is not limited to all intellectual property rights in the Service, will always be the property of Neurons Inc. You may use the Neurons Inc service subject to acceptance of the terms of this Agreement. You will not, nor will you, allow any third party to reverse engineer and/or create derivatives of the Neurons Inc solutions, using any method possible. You will not, nor will you, allow any third party to modify the Neurons Inc platform and solution in any way. You will use Neurons Inc solely for your commercial use and will not make Neurons Inc available for any type of external service such as, but not limited to, an application service provider.

9. **TERMINATION:** Unless explicitly stated in a separate agreement between Neurons Inc and you, the Neurons Inc Team may terminate the Service and/or website access at any time and for any reason without notice. If you wish to terminate this Agreement or your service, you may simply stop using the Service or stop accessing the website. However, although this agreement may terminate between the Neurons Inc team and you, some provisions of this Agreement shall still be in effect, including, without limitation, warranty disclaimers, indemnity, limitations of liability, and proprietary rights.

10. **MODIFICATIONS:** The Neurons Inc team reserves the right, at its sole discretion, to modify or replace any part of these terms. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Neurons Inc service or access to Neurons Inc website following the changes in these Terms constitutes acceptance of those changes.

11. **MISCELLANEOUS:** Neurons Inc shall be excused from performance hereunder to the

extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement represents the complete agreement between you and Neurons Inc concerning its subject matter and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed under the laws of the state of Denmark without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, rules, and regulations, rules, and regulations shall prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Copenhagen, Denmark. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of your rights hereunder without Neurons Inc's prior written consent and any such attempt is void. The relationship between Neurons Inc and you is not one of a legal partnership relationship, but is one of independent contractors. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns of the parties hereto.