

Terms of Service and Conditions of Use

Updated May 4th, 2020

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Updated May 4th, 2020

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The entire risk as to the results and performance and use of the Website, Services and any provided support is assumed by you.

NAXON LABS shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond NAXON LABS' reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms and conditions of these Website Terms of Use that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Website Terms of Use. You agree that the limitations of liabilities set out in these Website Terms of Use are fair and reasonable in the circumstances.

Indemnity. Except to the extent if you reside in a jurisdiction which prohibits such a provision (e.g. Montevideo, Uruguay), you agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from your: (a) breach of these Website Terms of Use; (b) access to the Website or use of the Services; and (c) provision of User Content, Registration Data or other disclosure to NAXON LABS of any other information or data and the use of same by NAXON LABS or other Company Party as contemplated hereunder.

Copyright. All product, brand and company names, logos and registered or unregistered trademarks, displayed on the Website or used in connection with the Services or products and all related branding elements, are intellectual property of NAXON LABS (or its suppliers, partner businesses or third-party licensors, as applicable). Any use of any of the content appearing on the Website or in connection with the Services or NAXON LABS products without the express written consent of NAXON LABS or the owner of the mark, as appropriate, is strictly prohibited.

NAXON LABS provides links on the Website to other websites or resources, including those operated by parties other than NAXON LABS. These links are provided for your convenience

and NAXON LABS is not responsible for the availability of such websites or resources and does not endorse or accept responsibility for the content of such external websites or resources and has no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the external websites or resources.

Jurisdiction. The Website is administered by NAXON LABS from a site that is located in Montevideo, Uruguay. You acknowledge and agree that your use of the Website and all of the communications, transmissions and transactions associated with the Website and the provision of the Services shall be deemed to have occurred in Montevideo, Uruguay. You agree that these Website Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Montevideo, Uruguay. You irrevocably attorn to the exclusive jurisdiction of the Courts of Montevideo, Uruguay in respect of all matters and disputes arising hereunder. The United Nations Convention on Contracts of the International Sale of Goods is expressly excluded.

You expressly agree that, in the event that there is a dispute under these Website Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

Waiver. No delay or omission by NAXON LABS to exercise any right or power it has under these Website Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by NAXON LABS must be in writing and signed by an authorized representative of NAXON LABS.

Entire Agreement. These Website Terms of Use, together with any applicable Service Terms, constitute the entire agreement between you and NAXON LABS as it relates to the access to, and use of, the Website and Services and the subject matter of these Website Terms of Use and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between NAXON LABS and you.

Interpretation. In these Website Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word "including" means "including, without limitation," throughout these Website Terms of Use; (c) all dollar amounts are expressed in United States currency unless expressly provided otherwise; (d) the division of these Website Terms of Use into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Website Terms of Use; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (f) you and NAXON LABS agree that these Website Terms of Use shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Website Terms of Use. If these terms are translated in a language other than English, to the extent of any conflict between the English version and the translated version, the English version will prevail.

Severability. If any provision of these Website Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Website Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Website Terms of Use shall be valid and enforceable to the extent permitted by law.

Electronic Communications. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.

Conformance with Law. In addition to complying with these Website Terms of Use, you agree to use the Website and Services for lawful purposes only and in a manner consistent with all

applicable local, national or international laws and regulations, including all privacy and personal information laws. The Website and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of the Website from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Website is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Website due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

Termination. NAXON LABS may terminate these Website Terms of Use and your use and access of the Website and/or Services if you fail to comply with any provision of these Website Terms of Use. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Website Terms of Use. NAXON LABS shall not be required to refund to you any amounts prepaid, if any, for use of the Website or any Services if NAXON LABS has terminated your account or your use of, or access to, the Website and/or any of the Services for breach of these Website Terms of Use. Notwithstanding anything to the contrary, NAXON LABS may also terminate your access to the Website without notice at any time for any or no reason, and any fees or charges paid by you in advance, if any, shall be refunded on a *pro rata* basis.

Contact / Notices. If you have any questions about the Website Terms of Use please contact us through https://naxonlabs.com/contact_us. If you need to provide any legal notice you should deliver the notice in person, by courier or by the mail, to NAXON LABS, Colonia 1323, Apartamento 301, Montevideo, Uruguay – 11100. NAXON LABS may provide notices or communications to you on the Website, with any products, or through the Services, and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

Assignment. These Website Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with NAXON LABS' prior written consent. NAXON LABS may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

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NAXON EXPLORER – Terms of Service and Conditions of Use

Updated May 4th, 2020

THESE NAXON EXPLORER TERMS AND CONDITIONS OF USE (“TERMS AND CONDITIONS”) COMPRISE A LEGAL AGREEMENT BETWEEN NAXON LABS AND YOU, THE PERSON ACCESSING THE SOFTWARE NAXON EXPLORER (AVAILABLE AT explorer.naxonlabs.com) AND (“YOU”), AND, IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, “YOU”). THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR THE USE OF THE NAXON LABS' NAXON EXPLORER SOFTWARE THAT IS OWNED, OPERATED AND MAINTAINED, DIRECTLY OR INDIRECTLY, BY NAXON LABS.

BY USING NAXON EXPLORER YOU ARE DEEMED TO HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS NAXON EXPLORER TERMS OF SERVICE AND CONDITIONS OF USE WHICH SHALL GOVERN YOUR ACCESS AND USE OF NAXON EXPLORER.

Personal information. All data, information and / or documentation uploaded to NAXON EXPLORER (hereinafter "personal data") will be processed and included in a database owned by NAXON LABS.

The purpose of the databases will be the use of the application by the User and the collection and survey of statistical data.

The User - at any time - may access their personal data for the purposes of verifying, rectifying it and / or demanding that it be excluded from the database through the Application and, in case this is not possible, through their presentation in writing and with proof of your identity at contact@naxonlabs.com.

Personal data may be communicated by NAXON LABS to third party software or entity in compliance with our Privacy Policy, for example: information collected from Personal Devices may be shared with organizations outside of our company, such as advertisers and/or advertising platforms to deliver the advertising, and to help measure the effectiveness of an advertising campaign.

By using this application and accepting the Terms and Conditions set forth herein, I give my free, prior, express and informed consent to the above.

Content and function of the application ("NAXON EXPLORER" or the "Application"). NAXON EXPLORER's function is to be an information channel and an organization and control tool for the User. The content, information, alerts and notifications provided by NAXON EXPLORER (hereinafter all "the Information") are based on the information extracted using EEG technology from devices such as Muse by Interaxon Inc.

NAXON LABS does not guarantee or take responsibility for the accuracy of the Information provided by NAXON EXPLORER, nor does it assume any responsibility for any damage derived from the inaccuracy, error or omission in the Information.

In no way and under no circumstances may NAXON EXPLORER be construed as aiming for medical, psychological advice or the substitution of the health documentation required by the applicable regulatory framework. The User understands and accepts that the use of the Application does not replace - in any way - the possession of said documentation, consultation and advice with the treating doctor.

Information and documentation provided or uploaded by the User to the Application. The User declares and guarantees that the entry of the information and / or documentation to the Application does not violate - under any jurisdiction - any general or particular norm, obligation, duty, contract, any right - including intellectual or industrial property rights - and assumes full and total responsibility for any damage and / or loss caused to NAXON LABS and / or third parties derived from said circumstance.

Given that the Application performs its functions and provides information to the User based on the Information provided by it, its truthfulness and accuracy is of particular relevance. Taking into consideration the foregoing, the User declares and guarantees that the data provided and registered in the Application are truthful and accurate, assuming full and total responsibility for their entry into the Application and the consequences derived therefrom, releasing NAXON LABS of any responsibility derived from said circumstance. Under no circumstances will NAXON LABS be obliged to validate or verify the aforementioned.

Responsibility derived from the use of NAXON EXPLORER. The use of NAXON EXPLORER is at the expense and risk of the User. Neither NAXON LABS, nor any other natural and / or legal person and / or agent involved in the creation, update, maintenance and / or delivery of NAXON EXPLORER will be responsible for any direct, indirect, incidental or any other damage derived from access or use of the Application, whatever its nature. NAXON EXPLORER assumes no responsibility or guarantees of any kind, either expressed or implied, regarding the Application, its content, its access and its use. NAXON LABS does not assume any type of responsibility for any damage caused to the User's electronic device that comes from viruses, hackers or similar situations that derive from the use of the Application.

Warranty for failures. NAXON LABS does not guarantee - under any circumstances - the access or continued or uninterrupted use of NAXON EXPLORER. NAXON EXPLORER may not

be available due to technical difficulties or any other circumstance beyond your control. In such cases NAXON LABS will endeavor to reestablish NAXON EXPLORER as quickly as possible without it being able to place any obligation or liability on it.

Copyright and Intellectual Property. NAXON EXPLORER is an application developed and owned by NAXON LABS who owns the intellectual property. As between you and NAXON LABS, NAXON LABS retains all right, title, interest, ownership and intellectual property rights in and to the Software and NAXON LABS Services. The License confers no title or ownership in the Software or NAXON LABS Services and is not a sale of any rights in the Software or NAXON LABS Services. The License does not grant you any right to any enhancement or update to the Software and NAXON LABS Services. NAXON LABS reserves any and all rights not expressly granted to you. The Software and/or NAXON LABS Services may incorporate third party intellectual property or open source code.

Discontinuity of the Application. NAXON LABS reserves the right to discontinue and remove the Application from the market without any responsibility for it. Said circumstance will be notified to the User with an anticipation of 60 (sixty) calendar days with respect to the discontinuation date of the Application.

Modification of the Terms and Conditions. NAXON EXPLORER may at any time review and modify these Terms and Conditions which will be notified to the User who will have the possibility to accept them or reject them and stop using the Application.

Law and Jurisdiction. The content and relationship between the owner of the Application and the User will be governed by the laws of the Oriental Republic of Uruguay. Any dispute arising from it will be submitted to the judges and courts of Montevideo.

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Terms of Sale

Updated May 4th, 2020

THIS IS A LEGAL AGREEMENT BETWEEN YOU (MEANING YOU AS AN INDIVIDUAL IF ACTING ON YOUR OWN BEHALF, OR THE COMPANY THAT YOU REPRESENT IF YOU ARE ACTING ON BEHALF OF SUCH COMPANY) AND NAXON LABS AND/OR ITS AFFILIATES ("NAXON LABS"). BY PLACING AN ORDER OR ACQUIRING ACCESS TO SOFTWARE OR OTHER PRODUCT ("PRODUCT") FROM NAXON LABS' WEBSITES (COLLECTIVELY AND INDIVIDUALLY, THE "SITE"), YOU AGREE TO THESE TERMS AND CONDITIONS SET OUT BELOW, NAXON LABS' PRIVACY POLICY AND ANY SITE TERMS OF USE (COLLECTIVELY "TERMS"). THE TERMS MAY BE UPDATED BY NAXON LABS FROM TIME TO TIME, AND IT IS YOUR RESPONSIBILITY TO REVIEW THE TERMS EACH TIME YOU MAKE A PURCHASE FROM NAXON LABS.

BY CONTINUING WITH A PURCHASE/LICENSE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT UNDERSTAND OR AGREE WITH THE TERMS, YOU MUST NOT CLICK THE BUTTON TO PROCEED WITH THE PURCHASE/LICENSE.

NAXON LABS SOFTWARE AND SERVICES ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE, INCLUDING MEDICAL OR DIAGNOSTIC-RELATED PURPOSES.

THE SOFTWARE, USER INFORMATION, USER INTERFACE, SUPPORT, COMMUNICATION AND AGREEMENT, ARE ONLY PROVIDED IN ENGLISH. DO NOT USE OTHER NAXON LABS PRODUCTS, UNLESS YOU CAN FLUENTLY READ AND UNDERSTAND THE AVAILABLE ENGLISH LANGUAGE. FURTHER, DO NOT ACCESS OR USE NAXON LABS SOFTWARE UNLESS YOU CAN FLUENTLY READ AND UNDERSTAND THIS AGREEMENT.

Ordering

Application. These Terms will apply to all orders placed by you, or as otherwise referenced in a written agreement between you and NAXON LABS. You acknowledge that the information contained on the Site may contain technical inaccuracies or typographical errors. The Site, all content available on or through the Site, and all related communications are provided on an "AS IS" basis. NAXON LABS makes no representations or warranties as to the completeness, accuracy, adequacy or reliability of any information contained on or through the Site.

Requirements. To place an order, you must:

Provide up-to-date, complete and accurate registration information as requested by NAXON LABS on the Site, which may include, without limitation, your first and last name, institution name, mailing address, phone number and email address;

Provide up-to-date, complete and accurate payment information

Be at all times in compliance with these Terms and applicable law including, without limitation, the requirement to be of the age of majority in your jurisdiction

Accuracy. You specifically agree that NAXON LABS may rely on the accuracy of the information you provide to NAXON LABS and that NAXON LABS will have no liability whatsoever, whether to you or to any third party, for any claims or damages resulting from inaccurate information provided to NAXON LABS.

General Sales Are End User Sales Only. All Products available through the Site for general sale are intended for end user customers only. You may not purchase Products for resale, and NAXON LABS reserves the right to refuse or cancel your order or to deny you any return rights, if we suspect you are not complying with these terms and conditions.

We reserve the right to refuse or cancel your order, or to deny you any return rights, if we suspect you are not complying with these terms and conditions. You will ensure that you and any anyone representing you: (i) does not participate in any threatening, deceptive, tortious, offensive, misleading, obscene, illegal, or unethical practices that may be detrimental to NAXON LABS or to any NAXON LABS Products and/or Services; (ii) only make representations about NAXON LABS and NAXON LABS Products and/or Services that are fair and accurate; (iii) does not make any representations, warranties, or guarantees to end users concerning any NAXON LABS Products and/or Services without NAXON LABS' prior express written authorization; (iv) comply at all times with all applicable federal, national, state, provincial and local laws and regulations including, without limitation, those relating to tax, foreign exchange, anti-corruption, transfer of money, marketing, consumer protection, data protection, anti-mafia, organized crime, anti-terrorism or maintenance of public order; (v) does not sell used NAXON LABS Products (vi) does not engage in business practices, promotions or advertising which may be injurious to the reputation or business goodwill of NAXON LABS and/or its affiliates; (vii) upon receiving notice of removal of a Product, forthwith stop marketing and distribution of NAXON LABS Products specified in such notice; (viii) does not modify any NAXON LABS Products or replace any Software on any NAXON LABS Product or modify any point of sale conditions; and (ix) does not use any NAXON LABS marks (including, without limitation, as part of any press releases, Products, Services, domain name, company name, marketing, and/or promotional materials) without NAXON LABS' prior express written authorization in compliance with the NAXON LABS guidelines (which you must obtain from NAXON LABS).

Delivery And Access

Acceptance Required. All orders are subject to acceptance by NAXON LABS, and any rejection of an order will be made in NAXON LABS' sole discretion, regardless of whether the order was confirmed through the Site or otherwise. If you have been charged for an order that is subsequently rejected by NAXON LABS, NAXON LABS will refund the amount of that order.

Delivery Requirements. NAXON LABS will make commercially reasonable efforts to accommodate accessibility to the Software or Service; however, accessibility is subject to availability of resources at the time of order placement. NAXON LABS will therefore not be liable in any way for any delay or non-accessibility arising from NAXON LABS' failure to meet your accessibility requirements or any specified accessibility dates.

Check Order. You are responsible for examining all purchases upon receipt. If you discover any incorrect information or incorrect products, you must notify NAXON LABS immediately. Please check the order carefully, as no claim for shortages or deficiencies will be accepted by NAXON LABS after five (5) days from delivery of the Products.

Pricing and Payment

Currency. If the currency for your purchase is not expressly stated, then the prices are in US dollars.

Prices. NAXON LABS reserves the right to change its standard prices without notice. Prices are exclusive of, and you will pay all applicable federal, state, provincial and local taxes (including all applicable sales, use, consumption, goods and service, value added, and withholding taxes), unless you have provided NAXON LABS with an appropriate tax exemption certificate or number. Any tax charged will be indicated during the purchase process.

Rejected Payments. Where your payment is rejected for any reason, you will be responsible for any fees and charges associated with such rejection, as well as interest on the amount owing commencing on the date that your payment was rejected. NAXON LABS may, in its sole discretion, delay delivery of, or cancel, your order where your payment is rejected.

Title, Intellectual Property, Use Restrictions and License Grants

Use of Software. Your use of any NAXON LABS Software or Services supplied to you is governed by and subject to the TSCU as provided to you with the Software or otherwise located at <https://www.naxonlabs.com/> under the title "Legal Terms". Use of any third-party Software or Hardware will be governed by and subject to your agreeing to the terms of all applicable third-party agreements and licenses respecting such third-party software.

Intellectual Property Rights. You do not acquire any intellectual property or other proprietary rights under these Terms including, without limitation, any right, title or interest in and to patents, copyrights, trademarks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to any NAXON LABS Products, Software and/or Services, or any part thereof. Your only rights in relation to NAXON LABS Products, Software and/or Services, or any part thereof, will be those rights expressly licensed or granted to you under these Terms or in another separate written agreement between you and NAXON LABS. Any rights not expressly granted under these Terms are reserved.

Restrictions/Representations. Except to the extent expressly agreed upon in writing by you and NAXON LABS, you will not (and will not allow any third party to): (a) use Product for any purpose other than as authorized under these Terms, or use any associated Software for any purpose other than as authorized under the applicable end user license agreement for the particular software; (b) remove or alter any copyright notice or any other notices that appear on Product or the associated Software, or modify or create derivative works thereof; (c) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of Product or any associated Software; (d) provide, lease, lend, sublicense, use for timesharing or otherwise use or allow the use of Product or the associated Software for the benefit of any third party or (e) use any Product or any associated Software in violation of any laws or regulations, or use, transfer, transmission, export, or re-export of Product or any associated Software or portion thereof in violation of any export control laws or regulations.

User Generated Content. For the purposes of these Terms, “User Generated Content” means any text, feedback, ideas, suggestions, documents, proposals, photographs or other data and information you or anyone acting on your behalf submits through the online and mobile services made available by NAXON LABS from time-to-time including, but not limited to, certain websites including any Site, widgets, computer programs and mobile applications hosted by or on behalf of NAXON LABS (collectively, the “NAXON LABS Services”). You represent that your User Generated Content will not: (a) infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights, or rights of privacy; (b) violate any law, statute, ordinance or regulation; (c) be obscene or contain child pornography; and (d) be defamatory, unlawfully threatening or harassing, harmful to minors or others in any way, or otherwise offensive or inappropriate. You agree to indemnify, hold harmless and defend NAXON LABS and NAXON LABS’ affiliates, service providers and licensors from and against any claims or suits including, without limitation, attorney fees and expenses, which arise or result from any breach of this Section by you or by another who has access to or use of Product, NAXON LABS Services, or User-Generated Content through you or products purchased through you.

Third Party Equipment, Software and Services. You are responsible for the selection, implementation, and performance of any and all third party equipment, software and services used in connection with Products, and for compliance with any licenses, conditions, laws, rules and/or regulations respecting the use of Products and any equipment, services or software used in conjunction with Product.

Compatibility. Before ordering Products, you should check NAXON LABS Services to determine if the Product is designed to work with your computer or tablet or other third-party software. NAXON LABS assumes no responsibility with regard to the performance or use of your computer/tablet/other third-party software with the Products.

Permitted Age. NAXON LABS Services, software and products should only be used by individuals aged 18 years or older (“Permitted Age”). If the user is of the Permitted Age or older but under the age of majority in the jurisdiction in which the user is domiciled, the user should review these Terms and the applicable end user license agreements for any software with the user’s parent or guardian to make sure that the parent or guardian understands these Terms and the applicable end user license agreements.

Informational Purposes Only. Content generated or found through NAXON LABS Services or Products is for informational purposes only and is not intended to replace the relationship between you and your physician or other health-care provider. NAXON LABS is not a licensed medical or health-care provider and has no expertise in diagnosing, examining, or treating medical conditions of any kind.

Reseller of Third-Party Products. If NAXON LABS is reselling any Third Party Products to you pursuant to these Terms, NAXON LABS will pass through to you any transferable warranties and indemnities provided to NAXON LABS by the provider of the Third Party Products including, without limitation, any warranties for the products and indemnities for intellectual property infringement. To the extent permitted by law, in connection with Third Party Products, notwithstanding anything to the contrary, NAXON LABS provides no indemnities and makes no other warranty, express or implied including, without limitation, warranty of merchantability, fitness for purpose or non-infringement. For the purposes of these Terms, “Third Party Product(s)” means any software, application, technology, standard or specification, product or service developed by or on behalf of a third party.

Changes

Design. NAXON LABS reserves the right to make changes in the design of Product and/or other NAXON LABS Services and/or any associated Software without the obligation to make equivalent changes to Products that have previously been supplied to you.

Orders. Except as expressly set forth in these Terms, you will not be entitled to change or cancel any order that has previously been accepted by NAXON LABS without the prior written

agreement of NAXON LABS. You shall not be entitled to any refund, except to the extent expressly stated in this Agreement.

Limited Warranties, Exclusions and Support by NAXON LABS

Statutory Protections. The applicable laws of some countries may not allow the exclusion of implied guarantees, assurances, conditions, warranties and representations and/or the limitation or exclusion of liability either in contracts or if you are a consumer, and as such, some or all of these exclusions may not apply to you, in which case these terms do not affect your statutory rights.

Limited Warranty. NAXON LABS and/or its affiliates have provided you with a limited warranty (which can be found at <https://www.naxonlabs.com/> under the title “Legal Terms”) relating to defects in materials or workmanship for the NAXON LABS Software. This limited warranty sets out certain situations when NAXON LABS and/or its affiliates will, or will not, provide a remedy for NAXON LABS Software. You may have legal (statutory) rights that are in addition to those set out in the limited warranty (such as consumer laws in the country in which you live) (“Consumer Rights”). None of your Consumer Rights are limited or excluded. You must follow NAXON LABS’ return process described in the limited warranty in order to make a claim under the limited warranty.

Except to the extent expressly set out in the limited warranty, NAXON LABS Software and any other Products/Services sold/licensed pursuant to these terms are provided “as is and with all faults” and NAXON LABS disclaims all guarantees, assurances, conditions, warranties and representations, whether express or implied, with respect to NAXON LABS Software and any other products and/or services sold/licensed pursuant to these terms including, but not limited to: (a) the warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third party rights; (b) provision, delay of or failure to provide support or services, information, software and related content through NAXON LABS Software and/or any other products and/or services sold/licensed pursuant to these terms or otherwise arising out of the use of the NAXON LABS Software and/or any other products or services sold/licensed pursuant to these terms; (c) the services will be uninterrupted or error free; and/or (d) the results that may be obtained from the use of the services.

Liability Limitation. To the maximum extent permitted by applicable law, other than liability for death or bodily injury resulting from NAXON LABS’ gross negligence NAXON LABS and NAXON LABS’ affiliates, service providers and licensors shall not be liable for any indirect, incidental, special, or consequential loss or damages whatsoever (including, without limitation, damages for loss of profits, loss of use of products or services or functionality, business interruption, loss, inaccuracy, interruption or corruption of information (including data or other pecuniary loss)) under any contract, negligence, strict liability or other legal or equitable theory for any claims including, without limitation, arising from or related to: (a) use of NAXON LABS Software and/or any other product and/or services sold/licensed pursuant to these terms; or (b) the inability to use or the non-performance of NAXON LABS Software and/or any other products and/or services sold/licensed pursuant to these terms, in all cases whether or not such damages were foreseen or unforeseen, even if NAXON LABS has been advised of the possibility of such damages. further, to the maximum extent permitted by applicable law, in no event shall the aggregate liability of NAXON LABS and NAXON LABS’ affiliates, service providers and licensors exceed the net purchase price paid by you to NAXON LABS for affected products and services acquired by you under these terms in the one (1) month period immediately preceding the event giving rise to the claim.

Support. NAXON LABS will not be obligated to provide any support or maintenance services for NAXON LABS Software and any other products and services unless otherwise expressly agreed upon in writing by you and NAXON LABS. However, this provision does not relieve NAXON LABS of its warranty obligations described in Section Limited Warranty.

Cancellation and Termination

Termination Rights. NAXON LABS may terminate these Terms upon notice to you, and may also stop any Products in delivery to you and suspend the delivery of Products and/or services to you, without penalty, if you: (a) fail to make any payment due under these Terms; or (b) commit a breach of these Terms (other than payment) and fail to remedy such breach within thirty (30) days of receiving notice of such breach.

Effect of Termination. Upon termination of these Terms for your breach: (a) all of NAXON LABS' performance obligations hereunder will immediately cease, (b) your license to use any Software provided to you hereunder will immediately cease, and you will either return all such Software to NAXON LABS or confirm, upon request from NAXON LABS, that such Software has been destroyed and (c) any payments then due to NAXON LABS become immediately payable in full.

Accounts and User Conduct. If NAXON LABS determines that any user is not using NAXON LABS Services responsibly, NAXON LABS has the right (but not the obligation) to remove, edit block or delete such user's transmissions, User Generated Content, or use of the NAXON LABS Services. If NAXON LABS, in its sole discretion, believes that the user has engaged in or facilitated practices that: (i) are in breach of these Terms, (ii) are offensive, illegal or violate the rights of others or NAXON LABS, (iii) violate any terms of use or guidelines established by NAXON LABS, or (iv) could result in liability for NAXON LABS, then NAXON LABS has the right (but not the obligation), without notice, to terminate the user's access to and/or use of all or a portion of the NAXON LABS Services, or delete information posted or stored to the NAXON LABS Services. In addition, NAXON LABS reserves the right to limit the number of accounts that may be created from Products and the number of Products associated with an account. If NAXON LABS suspects that any registration data provided is inaccurate or incomplete, NAXON LABS may suspend or terminate the account without notice.

General Aspects

Third-party Service Provider. In certain regions or for certain products, a third-party service provider may fulfill orders made for NAXON LABS Products or Services. In such regions or for those Products, the terms and conditions contained in these Terms will still apply.

Privacy Policy. You acknowledge and agree that you have read NAXON LABS' Privacy Policy located at <https://www.naxonlabs.com/> under the title "Legal Terms" (or otherwise made available through NAXON LABS Services) and consent to the handling and processing of your data as described in the NAXON LABS Privacy Policy.

Interpretation. If any provision, clause or term of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of that provision, clause or term will not affect the validity or enforceability of the remaining provisions, clauses and terms or the validity or enforceability of that provision, clause or term in any other jurisdiction. If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall be severed from the Terms for the purposes of that jurisdiction and the other provisions shall remain in full force and effect. No waiver by either party of a breach or omission by the other party under these Terms will be binding on the waiving party unless it is expressly made in writing and signed by the waiving party.

Governing Law. Unless stated otherwise below, these Terms, and all Product requirements, will be governed by, and construed in accordance with, the laws of the Montevideo, Uruguay and in the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts of Montevideo, Uruguay.

The United Nations Convention on Contracts of the International Sale of Goods is expressly excluded.

Survival. The provisions of these Terms that under a commercially reasonable interpretation reveal that the parties likely would have such provisions survive termination or expiration of these Terms including, without limitation, Sections Changes, Limited Warranties, Exclusions And Support By NAXON LABS, Cancellation And Termination, Accounts And User Conduct And General will survive the termination or expiration of this Terms.

Contact. If you have any questions or inquiries regarding these Terms or any order or purchase, please contact NAXON LABS through contact@naxonlabs.com. Please note that e-mail communications will not necessarily be secure, so please do not include credit card information or other sensitive or personal information in your e-mail correspondence with NAXON LABS.

Language. If these terms are translated in a language other than English, to the extent of any conflict between the English version and the translated version, the English version will prevail.

Electronic Communications. For contractual purposes, you consent to receive communications electronically from NAXON LABS and you agree that all agreements, notices, disclosures and other communications that NAXON LABS provides to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.

Entire Agreement. These Terms constitute the entire agreement between the parties and supersedes all previous agreements relating to the subject matter hereof. These Terms may not be altered, amended, or modified except by the duly authorized representatives of NAXON LABS.

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Privacy Policy

Updated May 4th, 2020

Please read our Privacy Policy below to learn more about the decisions you can make about your personal information and how we collect, use and disclose information when you use our Products, Services and Websites, including NAXON LABS Software and Products located at <http://www.naxonlabs.com/> and <http://www.explorer.naxonlabs.com/> (collectively, "Products").

If this policy changes in the future, we will post an updated version on our website at <http://www.naxonlabs.com/>. You can tell if this policy has changed by checking the effective date that appears at the top of the policy. Depending on the circumstances, we may also notify you of an update via email or other contact information you have provided.

If you have any questions or concerns, we can be reached at contact@naxonlabs.com.

Definitions

Capitalized terms used but not defined elsewhere in the Policy will have the following definitions:

"Activity Data" means data such as brain wave information collected by our Products, session metrics and all additional information that it contains. This includes Sensor Data provided by the Muse headset, Raw Data and Processed Data.

"Personal Device" means computers, smartphones, tablets and other web-connected devices you use that integrate with our Products.

“Preference Data” means data you provide regarding your preferences, such as session settings and any other data you choose to input; for example, notes you record in the application after or during a recorded session.

“Processed Data” means any data which is generated by us by processing Sensor Data or Raw Data.

“Purchase Information” means your name, email address, shipping address, billing address, phone number, account information, other information you share during the purchasing process, details of the Product or Subscription purchased, the date and time of the order or Subscription, the quantity and price of the order or Subscription, whether payment was made, method of payment, purchase or Subscription history, and whether you re-ordered or renewed a Subscription.

“Sensor Data” means data such as brainwave patterns (through electroencephalogram or EEG), heartbeat patterns (photoplethysmogram (PPG)), movement data, UV data and battery status data collected through the sensors on the Muse device by Interaxon Inc. Or any other device compatible with NAXON LABS Software or Products.

“Transmission Data” means your log data such as the date and time when using NAXON LABS software or Products, duration of the time spent using NAXON LABS applications and the Internet Protocol (IP) address of your Personal Device.

Information We Collect and How We Use It. When You Use or Access Our Products

Creating an Account. If you are under 18 you will not be allowed to set up an account with us. When you set up an account with us, you will need to provide us with information such as your login credentials (e.g. your email address, name, and/or password).

When using NAXON LABS Software or Products. When you use NAXON LABS Software with the Muse device by Interaxon Inc. or any other device compatible with NAXON LABS Software and Products, we record, process and store your Activity Data, Sensor Data, Preference Data, Processed Data and Transmission Data. We use the data referenced in the preceding sentence to provide you with the information and utilities that the NAXON LABS Software or Product is intended for.

NAXON EXPLORER Application. The NAXON EXPLORER Account Application is also designed to help you manage your account information such as your email address, your password and your subscription.

When creating an account using NAXON EXPLORER Account Application, you will be asked for your login credentials (e.g. your email address, name, and/or password) to create an account or use a pre-existing account.

We use your login credentials to create your account and allow you to access your account.

When using NAXON EXPLORER Account Application. When you use using NAXON EXPLORER Account Application, we record, process and store your Preference Data and Transmission Data. We use the data referenced in the preceding sentence to provide customer support, technical troubleshooting, performance management and product enhancement. Doing so is intended to improve and customize your user experience.

Websites

We use <http://www.naxonlabs.com/> and <http://www.explorer.naxonlabs.com/> to provide information and market and/or sell certain Products.

When using our Websites. We collect information about how you use our websites, such as the types of content you view or engage with; the features you use; the actions you take; the accounts you interact with; and the time, frequency and duration of your activities.

We collect information from and about the Personal Devices you use to access our websites, and we combine this information across your different Personal Devices.

Our access to and use of information from Personal Devices and our use of cookies and tracking technologies is further described below under “cookies, tracking technologies and additional information about our Products”.

We use technologies to deliver products and services, to make it easier for you to use our Websites, enable you to move around the Website and use their features, such as accessing secure areas, and store information so that we respond faster. We may use these technologies to collect information about how you use the Website, for example which pages you visit most often and if you receive error messages from certain pages.

We may use technologies to allow us to remember choices you make (such as your username, language or the region you're in) and tailor the website to provide enhanced features and content for you. We may use technologies to deliver advertising that is relevant to your interests. These technologies can remember that your Personal Device has visited a site or service, and may also be able to track your Personal Device's browsing activity on other sites or services other than <http://www.naxonlabs.com/> and <http://www.explorer.naxonlabs.com/>.

Information collected from Personal Devices may be shared with organizations outside of our company, such as advertisers and/or advertising platforms to deliver the advertising, and to help measure the effectiveness of an advertising campaign.

We may also use information collected through these technologies to understand, improve, and research products and services.

When You Make Purchases from Us. While payments made through or for our Products are processed through a third-party payment processor, we collect and use information about the purchase or transaction. This includes payment information, such as PayPal email address of the user number, billing information, shipping and contact details. We use this information to the extent necessary to provide you with the Products you request in accordance with our terms, including to administer, manage, and fulfill the purchases or subscriptions you make and for inventory management and our other legitimate business interests.

When You Contact Us. When you contact us with a comment, question, or complaints via telephone call, email, or other means, we collect information like the identity of the caller or sender of email or other communication, the date and time of the call or message, and the subject and resolution of the issue. Your customer service telephone calls, emails, and other communications with us may be recorded, logged, and/or monitored for quality assurance, and/or product and service enhancement purposes such as to assist in addressing your inquiries, troubleshooting, training, and analytics to identify trends and make improvements to our products. We will do so to the extent necessary to respond to and communicate with you about your comment, question, or complaint and in improving our Products and Services.

Marketing and other Communications. We may offer you the ability to sign-up to receive marketing and promotional communications, including news, product updates, and offers from us. If you sign-up, we collect certain personal information (such as first and last name and email address) which we use to send you such communications. You can unsubscribe from receiving promotional emails from us at any time by simply clicking the “unsubscribe” link provided at the bottom of such emails or by contacting us via our [contact information](#). Opting-out of these emails will not end transmission of important service-related emails that are necessary to your account or transactions with us.

Notifications may be sent out with your consent via an in-app announcement, a push notification, or email to encourage, motivate, teach, or otherwise engage you with our Products. These may be turned off in the settings section of our Applications.

Contests and Giveaways. NAXON LABS may offer you opportunities to participate in contests, giveaways, and other promotions. We may collect your name, address, email address, and other information that you provide to us. This information is used to the extent necessary to administer your participation in the contest, giveaway, or other promotion. Any personal information you submit in connection with these activities will be treated in accordance with this Privacy Policy and any additional terms set out in the rules for such offers.

Surveys. NAXON LABS may also ask you to participate in surveys that help us understand our customers and the use of our Products. The information obtained through our surveys is used to help us enhance our product and service offerings. Any personal information you submit in connection with these activities will be treated in accordance with this Privacy Policy and any additional terms associated with such surveys.

Information That We Share. We will not disclose, trade, rent, sell, or otherwise share personal information, without consent, except as otherwise set out herein, in any special consent you have provided, or as permitted or required by law.

Voluntary Product Research and Testing. From time-to-time you may choose to participate in voluntary product research and testing and share with us certain personal information such as your name and email address. Unless you expressly agree to the contrary, we will not use your personally identifiable information shared in this context for any purpose other than to administer the research and/or study.

Affiliates and Service Providers. We will transfer (or otherwise make available) personal information to our affiliates for the above purposes and to third parties who provide services on our behalf. This includes service providers who: (a) store information on our behalf in the cloud; (b) host our websites; (c) operate certain of our Product features; (d) administer services such as order and payment processing, shipping, and customer service; (e) send emails or other communications; (f) manage and analyze data and/or our advertising effectiveness; and (g) provide us with financial, insurance, legal, accounting, or other professional services, as the case may be. Personal information may be maintained and processed by third party service providers in the US, Uruguay, or other jurisdictions. Our service providers are given the information they need to perform their designated functions and are not authorized to use or disclose personal information for their own marketing or other purposes.

Legal and other Requirements. We and our Uruguayan, US or other service providers may provide personal information in response to a search warrant or other legally valid inquiry or order (which may include lawful access by Uruguayan US or other foreign governmental authorities, courts, or law enforcement agencies), or to other organizations in the case of investigating a breach of an agreement or contravention of law, or detecting, suppressing, or preventing fraud, or as otherwise required or permitted by applicable Uruguayan, US, or other law. We may also disclose personal information where necessary for the establishment, exercise, or defense of legal claims and to investigate or prevent an actual or suspected loss or harm to persons or property.

Business Transactions. We may transfer personal information as an asset in connection with a proposed or completed merger or sale (including transfers made as part of insolvency or bankruptcy proceeding) involving all or part of our group of companies or as part of a corporate reorganization, financing, or other change in corporate control.

Cookies, Tracking Technologies and Additional Information About Our Products

When you use our Products, we collect certain information by automated means, such as through server log files, cookies (text files sent to and stored on your Personal Device when you

access our websites), web beacons (also known as clear GIFs and pixel tags, which may be used to transmit information back to our Products), or embedded scripts (programming code that is designed to collect information about your interactions with the Products, such as the links or features you click on or select, and which is active only when you are using the Products) (collectively, the foregoing are referred to as “Tracking Technologies”).

The information we collect in this manner may include details about the Personal Device used to access the Products (such as browser type, device type, operating system and version, and IP address), referring URLs and information on actions taken or interactions with our Products.

We use the following Tracking Technologies in connection with the Products.

Necessary Tracking Technologies: These are Tracking Technologies that are required for the operation of our Products, to enhance your user experience when you use our Products, and to embed third-party features. They include, for example, Tracking Technologies that enable you to log into your account or access the features or web pages you select, remember your preferences, pre-fill form fields you have previously completed, and integrate useful services provided by third party providers into our Products.

Analytics Tracking Technologies: We use third party web and mobile analytics services such as Google Analytics, to help us analyze how visitors use the Products. We may permit these third parties to operate directly on or through our Products, using their own Tracking Technologies, and to collect information about you on our behalf. These Tracking Technologies allow us to measure and analyze behaviors and usage patterns of our customers, such as which pages or features are visited or used most often, for how long, and whether an error message is received by a customer. These analytics services may also provide us with other data they collect outside of our applications in an aggregated, de-identified form. We use this information to help us with Product performance monitoring and enhancement, and technical troubleshooting.

Interest-Based Advertising Tracking Technologies: When you visit our websites or applications, we may allow some third parties to (such as advertising networks and data analytics companies) collect information about your online activities over time and across different websites and apps (such as websites and apps you visit and response to ads) in order to measure the effectiveness of our marketing campaigns and to deliver ads that are more relevant to you, both on and off our websites. In some instances, we may also combine information we receive about you from third parties with information we collect through our websites. T

You may set your web browser or Personal Device settings to notify you when you receive a cookie or to not accept certain Tracking Technologies. However, if you decide not to accept Tracking Technologies in connection with our Products, you may not be able to take advantage of all the features of our Products.

Use of De-Identified Data. Some of the information that you share with us or that we collect about you may not by itself identify you to us or be personally identifiable and therefore may not be considered personal information. We may also remove personal identifiers from your information to render such personal information non-identifiable. We maintain and use it as de-identified data and may combine such de-identified data with other information to generate aggregated data. We use such de-identified and/or aggregated information to help us improve our Product and Service offerings and may also provide de-identified and/or aggregated data to researchers in connection with research programs.

Third-Party Links and Integrations. We may provide links on our Products to third party websites or services we think you will enjoy or may be relevant to you, including social networking websites, plug-ins, and applications. Also, links to our Products may be featured on third-party websites or services on which we advertise. When you engage with our content on or through third-party social networking services, you may allow us to have access to certain information associated with your social media account (e.g., name, username, email address, profile picture, gender) to deliver the content or as part of the operation of the service. These

websites and services operate independently of us and may have established their own privacy and security policies. We do not have control over such websites and services, and therefore we have no responsibility or liability for the manner in which the organizations that operate such linked websites or services may collect, use or disclose, secure, and otherwise treat personal information. We recommend that you review their privacy policy prior to sharing information with them.

How Does NAXON LABS Keep Your Information Safe? We take data privacy seriously and have implemented physical, technical, and administrative safeguards designed to appropriately protect the security and privacy of your personal information against loss, theft, and unauthorized access, copying, use, disclosure, or modification.

We limit access to your personal information to employees and/or authorized service providers with a need to know to fulfill their designated functions.

Transfer of Personal Information to other Countries. Your personal information may be collected, used, processed, transferred, and retained by us, our affiliates and our service providers in multiple countries (including for example the United States), which may be outside the region in which you are situated and may have different privacy or data protection legislation, and may therefore be subject to the laws of these countries.

How Long Does NAXON LABS Keep Your Information? We have information retention processes designed to retain your personal information only for so long as we consider necessary for the purposes set out above, and for other legitimate business purposes including considering criteria such as applicable legal requirements and statutes of limitations, the duration of your use of the Products, and the information needed to support your warranty and support requests. Typically, we will retain your NAXON LABS Services' account personal information for as long as you have an account on one or more of our Products. We will delete your personal information from our Products if your account becomes inactive, i.e., there has been no user log-in to the account for a period set by us from time-to time (such period of non-activity will not exceed 10 years) or if you withdraw your consent to the processing of your personal information (e.g., if you delete your account). In such case, backup copies of your personal information will be removed from our cloud, however it may persist in our database for a short period (up to 30 days) due to technical reasons. NAXON LABS may continue to use de-identified data and aggregate information obtained in connection with your use of the Products. Notwithstanding the foregoing, we may retain your purchase information, warranty, and customer support information to the extent necessary for our legitimate business interests and in accordance with our obligations under applicable law in order to serve you better; to delete this type of personal information, please contact us by our [contact information](#).

Your Choices and Privacy Rights. You may have certain rights with respect to our processing of your personal information. Subject to applicable law, you may have the right to: (1) request access to the information we hold about you; (2) request that we update, correct, or amend your information; (3) request that we erase your information; or (4) request the restriction of our use of your personal information. In addition, and subject to applicable law, you may receive, in a structured, commonly used and machine-readable format, the personal information that you have provided to us about you with your consent or based on a contract with us. In appropriate circumstances, you have the right to have this information transmitted to another company, where it is technically feasible.

You also may object at any time to the use of your personal information, on grounds relating to your particular situation, where we use that information based on our legitimate interests as described above. You also may withdraw any consent you previously provided to us, e.g., by deleting any user account you have in connection with our Products or by contacting us by our [contact information](#). If you do so, this will not affect the lawfulness of our use of your information based on your consent before its withdrawal. Please note that if you revoke your consent to use certain data, you may not be able to use our Products or certain features or functionality of our Products.

If you contact us to do any of the things listed above, we may require you to provide sufficient personal information to allow us to identify you and provide you with the requested information. We will respond to your request within a reasonable time and at minimal or no cost to you in accordance with applicable laws.

If you are not satisfied by our response or if you consider that our processing of your personal information infringes applicable law, you may lodge a complaint with a competent supervisory or regulatory authority, which may be the authority in your jurisdiction of residence or work.

NAXON LABS' Policies for Children

Our Products are only directed to persons of the age of 18 or over. We do not knowingly collect any personal information from children under 16. If we become aware that we have unknowingly collected personal information from a child under the age of 16, we will make commercially reasonable efforts to delete such personal information from our records. If you are concerned and are aware of a user under the age of 16 using our Products, please contact us by our [contact information](#).

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