

TERMS AND CONDITIONS

1. Definitions

- a) **“Company”** means SOFOS Associates Limited.
- b) **“Conditions”** means these terms and conditions of sale.
- c) **“Contract”** means any legally binding contract for the supply of the Services by the Company to You.
- d) **“Engagement Letter”** means the engagement letter sent at the commencement of the Services.
- e) **“Kits”** mean any monitoring, testing or other kits which might be sent to You over the term of the Contract.
- f) **“Services”** mean the brain diagnosis and brain optimisation programs and without limitation related services including the results thereof and **“Service”** means any one of them.
- g) **“Site”** means www.sofosassociates.com.
- h) **“You”** or **“Your”** means the person ordering the Services subject to these terms and conditions.

2. Conditions of Sale

- a) These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply under any purchase order confirmation or similar document.
- b) All sales made by the Company and Services provided by the Company are made under these Conditions. No variation of these Conditions will be binding on the Company unless confirmed in writing by a director of the Company. The Company may from time to time alter these Conditions at its own and entire discretion. Any changes will be posted on the Site or notified to You in writing. Your use of the Site following any such change constitutes Your agreement to follow and be bound by the terms as changed.
- c) You are responsible for deciding on the suitability of the Services offered for any particular purpose and for the consequences arising.
- d) The subject matter of the Contract shall remain confidential and shall not be disclosed nor used for any unauthorised purpose. Subject to the provisions of the Data Protection Act 1998, the existence of the Contract may be divulged by the Company for bona fide marketing purposes unless otherwise agreed with You. By purchasing the Services, You

hereby consent to the using and processing of any proprietary data and other information or results obtained under the Services (the “**Data**”).

- e) The Company reserves the right to, and You agree that the Company may, disclose any information or Data which we hold about You to any government, regulatory, criminal investigator or other authorised body such as the police and trading standards officers without notice to You and without incurring liability to You in connection with any investigation of fraud, infringement of intellectual property rights or illegal activity or in relation to any matter, which may expose the Company to legal liability or otherwise.
- f) These Conditions do not affect Your statutory rights as a consumer.

3. Prices, Payment and Delivery

- a) The charges payable by You to the Company for the Services are those set out in the current relevant price list(s) supplied by the Company to You or as quoted in writing by the Company to You.
- b) The Company reserves the right to vary the prices for the Services between the date of the Contract and the performance of the Services in the event of and to the extent of any increase in the cost of labour or materials or any delay howsoever caused by any other variation in the costs to the Company of providing the Services. The Company shall notify You of any changes to the advertised price and You will have a right to proceed with or cancel the order within seven (7) days of the notification.
- c) The Company must receive payment of 50% of the price for the Services before Your order can be accepted. Once this payment has been received by the Company and You have returned a signed copy of the Engagement Letter, a legally binding contract between You and the Company will come into effect. The remaining 50% of the price for the Services shall become due and payable within 60 calendar days of the date of the Engagement Letter.
- d) Failure by You to settle payment within the timeframe set-out in clause 3c) shall entitle the Company to claim, in addition to the price for the Services, interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3d) will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- e) All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- f) The Company reserves the right not to supply You at its discretion.
- g) You undertake that all details You provide the Company for the purpose of purchasing the Services are correct, that the credit or debit card which You use is Your own, and that there are sufficient funds or credit facilities to cover the costs of the Services. The Company reserves the right to obtain validation of Your credit or debit card details before providing You with the Services.

4. Cancellation/Termination & Charges Arising

- a) You have three (3) working days (excluding Saturday and Sunday and UK Bank Holidays) from the date on which you return a signed Engagement Letter pursuant to clause 3c), to cancel the Contract without cause or penalty, upon serving a written notice of cancellation to the Company.
- b) If You cancel the Contract under this provision, the purchase price will be returned to You as soon as practicably possible, and in any event within 30 days of the Company's receipt of Your notice of cancellation.
- c) On cancellation for whatever reason, You must return any Kits the Company has delivered to You within seven (7) days of cancellation. You must keep the Kit in Your possession prior to its return to the Company and in good condition.
- d) The Company may terminate the Contract with You, by giving You written notice to that effect, in case of Your illness or if a medical condition is suspected, revealed, established or confirmed during the course of the Services which might, in the Company's sole and absolute discretion, affect, influence or impact the performance of the Services or the execution of the Contract with You.
- e) If the Contract is terminated in accordance with clause 4d) above, the Company shall be entitled to retain any payments for Services satisfactorily performed prior to the effective date of termination, and You shall reimburse the Company of all costs and expenses incurred by the Company prior to the effective date of termination.
- f) Any dates quoted by the Company to You for the provision of the Services are approximate and do not have any contractual effect, and shall not be treated as being of the essence of the Contract.
- g) The Company will not be liable to You for any loss or damage, direct or indirect, caused or occasioned by any delay howsoever arising from the performance of the Services.
- h) The Company shall be entitled to destroy all samples, Data and information received from You or derived from these samples together with any associated results or other documentation after twenty -four (24) months from the date of transmission.
- i) The Company does not give or make any representation, warranty or undertaking in relation to the result of the Services. This does not affect Your statutory rights as a consumer.
- j) The information contained in the Services is solely for Your use.
- k) The Company shall not be liable, whether in contract, tort (including negligence) for any loss or damage suffered by You or any other person as a result of the provision of the Services.
- l) The Company makes no representation, express or implied, that the results of the Services are fit for any particular purpose.

5. Warranty of Performance

The Company shall exercise all reasonable skill and care in the performance of the Services but does not represent, guarantee or warrant that any particular result (whether expressly

specified by You or not) will be achieved or reproduced. Except in the case of death or personal injury the Company's total liability to You whether for negligence, breach of contract or otherwise shall in no circumstances exceed the charges payable by You for the Service.

The Company shall not be liable for any failure in the performance of its obligations under the Contract caused by factors or circumstances outside of its control including but not limited to any act of God, war, strike, lockout, industrial action, breakdown of systems or network access, flood, drought, storm or other event beyond the Company's control.

6. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy found at our Site in the privacy policy page and attached as Annex A hereto.

7. Links to other web sites

The Company is not responsible for the availability, content or accuracy of any pages or other sites linked to the Site. The inclusion of any link to such sites does not imply endorsement by the Company of these sites. If You link to any other page or site You do so at Your own risk. You agree that the Company will not be liable for any loss or damages You or any third party may suffer in connection with third-party pages or sites.

8. General Disclaimer

- a) The Company is providing the Site on an 'as is' basis and makes no representations or warranties of any kind with respect to the Site or its contents and disclaims all such representations or warranties to the fullest extent permitted by law. In addition, the Company makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on the Site. The information contained in the Site may contain technical inaccuracies or typographical errors. All liability of the Company howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- b) Neither the Company nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the Site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- c) Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights You may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit the Company's liability to You for death or personal injury resulting from our negligence or that of our employees or agents.

9. Copyright and Monitoring

The contents of the Site are protected by international copyright laws and other intellectual property rights. The Company owns these rights unless otherwise indicated. All product and company names and logos mentioned in the Site are the trademarks, service marks or trading

names of their respective owners, including the Company. You may download material from the Site for the sole purpose of placing an order with the Company and scheduling a first consultation. You may download, save and print a copy of the Conditions. However, You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Company's web site including but not limited to text, graphics, code and/or software without the Company's prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

10. Invalidity

If any part of these Conditions is unenforceable (including any provision in which the Company excludes its liability to You) the enforceability of any other part of these Conditions will not be affected.

11. Third Party Rights

Except for the Company's affiliates, directors, employees, or representatives, a person who is not a party to this Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available from that Act.

12. General

- a) The Contract is made between the Company and You and shall not be assignable by You. The Company may sub-contract the performance of the Contract in whole or in part.
- b) These Conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between You and the Company. You acknowledge that You have not entered into this Contract in reliance upon any warranty or representation made by the Company or any other person and You waive any rights to damages/rescission You may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Conditions, privacy policy, order form and payment method instructions.
- c) You shall indemnify the Company (and keep it indemnified) against all claims, losses, costs and expenses (including legal expenses on an indemnity basis) howsoever arising in respect of any claims made by third parties against the Company arising out of the provision of the Services.
- d) All notices shall be given to the Company via e-mail at info@sofosassociates.com.

ANNEX A

PRIVACY POLICY

At SOFOS Associates, we respect and protect the privacy of our customers and those who use our websites, products and services. SOFOS Associates Limited, (“SOFOS” or “we” or “us” or “our”) is committed to protecting your privacy. We prepared this privacy policy (the “Privacy Policy”) to describe our practices regarding the information we collect from users of our websites that link to this Privacy Policy, and use of our related services, including without limitation our brain diagnosis and brain optimisation programs and web applications. By submitting information to us, through our website or through our related services, you agree to the terms of this Privacy Policy and you expressly consent to the processing of your information in accordance with this Privacy Policy.

1. TYPES OF INFORMATION WE COLLECT

1.1 Information You Provide Us Directly

We may collect information from you, including, but not limited to your username, first and last name, e-mail, password, phone number, and mailing address, when you create an account to log in to our network or contact us through our website or at other times. If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply, and any information that you submit to us, such as a resume. For customers who engage us for our brain diagnosis and brain optimisation programs, we may also collect your data information necessary for providing the services (“Testing Information”).

1.2 Information Collected via Technology

To make our website and related services more useful to you, our servers (which may be hosted by a third-party service provider) collect information from you, including browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit. We also use Cookies (as defined below) and navigational data to gather information regarding the date and time and duration of your visit and the solutions and information for which you searched and which you viewed. This information includes, without limitation, characters you type, your search and browsing history, articles you click, and pages you view. Like most internet services, we automatically gather this information and store it in log files each time you visit our website or access your account on our network. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a web site. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our website. Persistent Cookies can be removed by following Internet browser help file directions. If you choose to disable Cookies, some areas of our website or service may not work properly.

2. USE OF YOUR DATA

2.1 General Use

In general, information you submit to us is used either to respond to requests that you make, or to aid us in serving you better. SOFOS uses your information to facilitate the creation of and secure your account on our network; identify you as a user in our system; provide improved administration of our website and services; improve the quality of experience when you interact with our website and services; send you administrative e-mail notifications; or respond to your inquiries or other requests.

2.2 Use of Your Testing Information

We will use your Testing Information in order to provide you the services you have requested, process your order, and respond to any order or billing related questions.

2.3 Creation of Anonymous Data

We may create anonymous data records from information (including without limitation, Testing Information) by excluding information (such as your name) that makes the data personally identifiable to you. We use this anonymous data to analyse request and usage patterns so that we may enhance the content of our services and improve site navigation. SOFOS reserves the right to use anonymous data (including without limitation, Testing Information) for any purpose in its discretion.

2.4 Feedback

If you provide feedback on any of our services to us, we may use such feedback for any purpose, provided we will not associate such feedback with your information. SOFOS will collect any information contained in such communication and will treat the information in such communication in accordance with this Privacy Policy and our Terms of Use.

3. DISCLOSURE OF YOUR INFORMATION

3.1 Affiliates

We may share some or all of your information with our parent company, any subsidiary, or any other company under a common control (collectively, “**Affiliates**”), including for marketing purposes. If we do share your information, we will require our Affiliates to honour this Privacy Policy. If another company acquires SOFOS or our assets, that company will possess the information collected by it and us and will assume the rights and obligations regarding your information collected by us as described in this Privacy Policy.

3.2 Services Providers

We may share your information with agents to the extent necessary for them to provide their products and services to us, or to provide you with the products and services that you have requested. For example, if you engage us for brain diagnosis, a nutritionist and a neurofeedback specialist (among others) may be acting as our agents. Other examples include (among others) cognitive behavior therapy coach and acupuncturist.

3.3 Business Partners

We may partner with other companies and individuals with respect to particular products or services. These third parties may be provided access to your information needed to perform their function. To restrict sharing of information with these third parties for their marketing purposes, please see the section below entitled “Your Choices Regarding Your Information.”

3.4 Other Disclosures

4. Regardless of any choices you make regarding your information (as described below), SOFOS, may disclose information if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on SOFOS; or (b) protect or defend the rights or property of SOFOS, or users of our services.

5. THIRD PARTY WEBSITES

We may link to third-party websites. Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave our site and go to another site. During this process, another entity may collect information from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or framed websites, or to any collection of data after you click on links to such outside websites.

6. YOUR CHOICES REGARDING YOUR INFORMATION

6.1 Choices

We offer you choices regarding the collection, use, and sharing of your information. We may periodically send you free newsletters and e-mails that directly promote the use of our site or services and may contain advertisements for third-party companies or our Affiliates. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly at info@sofosassociates.com. Should you decide to opt-out of receiving future mailings, we may share your e-mail address with third parties to ensure that you do not receive further communications from third parties. Despite your indicated e-mail preferences, we may send you e-mails related to your account or transactions thereunder, or notices of any updates to our Terms and Conditions or Privacy Policy.

6.2 Changes to information

You may change any of your information in your account by sending an e-mail to us at info@sofosassociates.com. You may request deletion of your information by us, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives.

7. SECURITY OF YOUR INFORMATION

We are committed to protecting the security of your information. We use a variety of industry-standard security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. Despite these measures, you should know that we cannot fully eliminate security risks associated with information.

8. DISPUTE RESOLUTION

If you have any questions or concerns, please contact SOFOS by e-mail at info@sofosassociates.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

9. A NOTE TO USERS OUTSIDE OF THE UNITED STATES

Your information may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of information may be less stringent than the laws in your country.

10. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is subject to occasional revision, and if we make any substantial changes in the way we use your information, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our website or on our service. Any material changes to this Privacy Policy will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our site or on our service. These changes will be effective immediately for new users of our website or services. Please note that at all times you are responsible for updating your information to provide us with your most current e-mail address. In any event, changes to this Privacy Policy may affect our use of information that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your information, you must notify us prior to the effective date of the changes that you wish to deactivate your account with us. Continued use of our website, or services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11. CONTACT INFORMATION

We welcome your comments or questions regarding this Privacy Policy. Please e-mail us at: info@sofosassociates.com or contact us at: +447584811100.