

TERMS OF USE

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THESE TERMS SET FORTH THE LEGALLY BINDING TERMS THAT GOVERN YOUR USE, AND/OR VISITATION, OF THE SITE. BY ACCESSING OR USING THE SITE OR OTHERWISE INDICATING YOUR ACCEPTANCE (OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU) YOU ARE ACCEPTING THESE TERMS AND OUR PRIVACY POLICY, FOUND AT neurosnap.ai/privacy, INCORPORATED HEREIN BY REFERENCE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU (1) HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND (2) YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) (3) YOU AFFIRM THAT YOU ARE OVER THE AGE OF 18, AS THE SITE IS NOT INTENDED FOR CHILDREN UNDER 18. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OR THE PRIVACY POLICY. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SEE BELOW IN THE "DISPUTE RESOLUTION: SECTION) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT AS DESCRIBED IN THE "DISPUTE RESOLUTION" SECTION BELOW: (1) YOU MAY PURSUE CLAIMS AND SEEK RELIEF AGAINST US ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Neurosnap may modify these Terms at any time by updating this posting and providing you with notice of the updates. All changes are effective immediately following

notification, and apply to all access to and use of the Site thereafter. Continued use of our Site following such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. You are bound by any such modifications and therefore you are expected to visit this page periodically to review these Terms from time to time so you are aware of any changes.

1. Use of Content

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PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEUROSNAP SHALL NOT BE LIABLE FOR (1) ANY INACCURACY, ERROR IN OR FAILURE OF THE SOFTWARE; (2) ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) ARISING FROM ANY DOWNLOAD OR USE MADE OF THE SOFTWARE, OR OCCASIONED BY ANY SUCH INACCURACY, ERROR OR FAILURE OF THE SOFTWARE.

2. Accounts

Some products or services on the Site permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current, and complete information about yourself as prompted by our registration processes (the "Registration Data"). You represent and warrant that

- (a) all required registration information you submit is truthful, accurate, current and complete;
- (b) you will maintain the accuracy of such information. You agree that all information you provide to register with the Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy neurosnap.ai/privacy, and
- (c) you consent to all actions we take with respect to your information consistent with our Privacy Policy. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your account's login information and are fully responsible for all activities that occur under your account. You also agree to notify us promptly at hello@neurosnap.ai of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. Neurosnap cannot and will not be liable for any damages, losses, costs, expenses, or liabilities arising from your failure to comply with the above requirements.

You may delete your account at any time, for any reason, by following the instructions on the Site. We may suspend or terminate your account and your ability to use the Site or portion thereof for failure to comply with these Terms or any special terms related to a particular service.

3. Subscriptions

Some products, services or Content on the Site may be available only with paid subscriptions. You will be billed in advance on a recurring and periodic and/or purchase basis depending on the type of subscription you select when purchasing.

At the end of each period and/or subscription, your subscription will automatically renew under the exact same conditions unless you cancel it, Neurosnap cancels it, or if the

subscription was explicitly set to be non-renewable and terminate on a specified date. You may cancel your subscription renewal by contacting us at hello@neurosnap.ai or utilizing the billing management features within the web application. You will not receive a refund for the fees you already paid for your current subscription, and you will be able to access the Site through your account until the end of your current subscription. Certain refund requests for subscription may be considered by Neurosnap on a case-by-case basis and granted at the sole discretion of Neurosnap.

You shall provide Neurosnap with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information. Should automatic billing fail to occur for any reason, Neurosnap will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Neurosnap, in its sole discretion and at any time, may modify the subscription fees. Any subscription fee change will become effective at the end of the then-current subscription term. Neurosnap will provide you with reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective. Your continued use of the Site after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

Any promotions made available through the Site may be governed by rules that are separate from these Terms. If you participate in any promotions, please review the applicable rules as well as our Privacy Policy neurosnap.ai/privacy. If the rules for a promotion conflict with these Terms, the promotion rules will apply.

4. Your Content

“User Content” or Your Content means any text, models, information, communication, data or material that you upload, import into, embed for use by, or create using the Services and Software.

Ownership of your content

As between you and Neurosnap, you (as a Business User or a Personal User, as applicable) retain all rights and ownership of the User Content, and (ii) you warrant that the posting of Your Content on or through the Site does not violate privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Neurosnap does not claim any ownership rights to Your Content. Neurosnap acknowledges that User Content as well as the job output which consists of the predicted structure of the protein as well as any other metrics or data generated through your use of the Software or as a result of the job submission, is your confidential information and that, as between you and Neurosnap, all IP rights therein will be owned by You.

Due to the nature of Neurosnap's services, it is possible that different users submit similar data and obtain similar job outputs.

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(A) License of User Content to Operate the Services and Software on Your Behalf. Solely for the purpose of **operating** the Services and Software on your behalf, you grant us a non-exclusive, worldwide, royalty-free license to do the following with Your Content:

1. **reproduce**

(for example, to create copies of your Content on our servers in order to allow you to upload your Content to our servers, to allow you to copy and paste your Content between multiple projects, to make copies of your projects, to make copies across servers to help prevent data loss, or to cache your Content on content delivery networks to improve how quickly you can view and download content stored on our servers);

2. **distribute**

(for example, to publish your work under your direction to third party platforms or services, to share Content under your direction through our Services to your colleagues, or to allow these authorized people to download your Content with your permission);

3. **sublicense** the foregoing rights to third parties acting on our behalf (for example, we utilize trusted cloud infrastructure providers and content delivery networks subject to confidentiality and privacy restrictions to provide you with faster access to your Content).

What Neurosnap Does Not Do

We will **not** (and cannot) grant a sublicense to a third party that is greater than the rights you give us.

(B) License to your Content to Improve our Services and Software. License to your Content to Improve our Services and Software. Solely for the purpose of our internal analysis of how you use our Services and Software and the characteristics of your Content (together, "**Content Analytics**"), you grant us a non-exclusive, worldwide, royalty-free license to do the following to improve our Services and Software:

1. **reproduce** (for example, to make copies of your Content in our internal file storage repositories);

2. **create derivative works** (for example, to convert between file formats); and

3. **sublicense** the foregoing rights to third parties acting on our behalf (for example, we may utilize trusted vendors and contractors subject to confidentiality and privacy restrictions to do Content Analytics on our behalf).

Under this clause, Neurosnap does **not** have the right to, and we will not, publicly display your Content or allow third parties to improve their products with your Content.

5. Sharing Your Content

(A) Sharing. Some Services and Software may provide features that allow you to Share your Content with other users or to make it public. “**Share**” means to make available (whether to us or other users) through your use of the Services and Software. **Sharing, by default is turned off.** Other users may use, copy, modify, or re-share your Content in many ways when shared. Please carefully consider what you choose to Share or make public as you are responsible for the Content that you Share. Sharing can be disabled at any time.

(B) Level of Access. We do not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the system may default to its most permissive setting. It is your responsibility to let other users know how your Content may be Shared and to adjust the setting related to accessing or Sharing your Content.

(C) Removing Your Content. If you delete your Content from the Services and Software or cancel your account, we will stop making that Content publicly available within a reasonable amount of time. Some copies of your Content may be retained for a period of time as part of our routine backups, and we are not responsible for any use of your Content that you have Shared or made public.

6. Content Restrictions

Neurosnap is not responsible for the content of the Site's users. You expressly understand and agree that you are solely responsible for the Content and for all activity that occurs under your account, whether done so by you or any third person using your account.

You may not generate or transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Restricted verticals such as substance/drugs use, adult services, etc.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Violating the privacy of any third person.

- False information and features.

Neurosnap reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content or use of app is appropriate and complies with this Terms, refuse or remove this Content. Neurosnap further reserves the right to make formatting and edits and change the manner of any Content. Neurosnap can also limit or revoke the use of the Site if you post such objectionable Content. As Neurosnap cannot control all content posted by users and/or third parties on the Site, you agree to use the Site at your own risk. You understand that by using the Site you may be exposed to content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will Neurosnap be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

You are responsible for all of your activity in connection with the Site. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Site. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Site. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Site. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Site.

7. NEUROSNAP'S Liability

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8. Links to Other Sites

The Site may contain links to third-party websites that are maintained by others. Any such links are provided solely as a convenience to you and not as an endorsement by Neurosnap of the contents on such third-party websites. Neurosnap is not responsible for the content of linked third-party sites and does not make any representations or warranties regarding the content or accuracy of materials on such third-party websites or the privacy practices of such third parties. If you decide to access linked third-party websites, you do so at your own risk.

9. Third-party Applications

On the Site, you might have an opportunity to download applications and utilize or benefit from open-source codes or visualization libraries that were developed by third parties. Neurosnap is not responsible for and makes no representations or warranties regarding the content or functionality of these third-party applications, open-source codes, visualization libraries or the privacy practices of such third-party developers. If you decide to download and use any of these third-party applications, open-source codes or visualization libraries, then you do so at your own risk.

10. Release

You hereby release and forever discharge Neurosnap (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any third-party websites, links and ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. Indemnity

By using the Site, you agree, to the extent permitted by law, to defend, indemnify and hold Neurosnap (and its officers, directors, employees, and agents) harmless, including costs, accounting and attorneys' fees, from any claim, action or demand made by any third party due to or alleging from or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your violation of any rights of a third party. Neurosnap reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Neurosnap. Neurosnap will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. Confidentiality

“Confidential Information” means code, inventions, know-how, product plans, inventions, job data submitted by users, job outputs and technical and financial information exchanged under these Terms of Use, that are identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by the Terms of Use; and (ii) only use the other party's Confidential Information to fulfill its obligations and exercise its rights under the Terms of Use. Each party may share the other party's Confidential Information with its, and its affiliates', employees, agents or contractors having a legitimate need to know (which, for Neurosnap, includes any subcontractors, vendors and third party providers we may use), provided that the party remains responsible for any recipient's compliance with the terms of this Section and that these recipients are bound to confidentiality obligations no less protective than this Section. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party before it received the Confidential Information; (iii) is rightfully obtained by the receiving party from a third-party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to a party's advisors, attorneys, actual or bona-fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes, or to the extent required by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information. Neurosnap will keep your Confidential Information in confidence subject to our Privacy Policy neurosnap.ai/privacy and unless you consent to activate the sharing feature of the Website.

13. Export Control

The United States and certain other countries control the export of products and information. You agree to comply with such restrictions and not to export or re-export the Content to countries or persons prohibited under export control laws. By downloading the Content, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Content.

14. Copyright Policy

Neurosnap respects the intellectual property rights of others. It is Neurosnap's policy, at its discretion and when appropriate, to terminate the accounts of users who may infringe or repeatedly infringe the copyrights of third parties.

To submit a copyright infringement notification to Neurosnap relating to the Site, including but not limited to user submissions or Content, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") or, as applicable, other laws, by providing the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your notification may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

Our agent to receive notification of claimed copyright infringement can be reached as follows:

By email: hello@neurosnap.ai

15. Dispute Resolution

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH NEUROSAP AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Neurosnap that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this arbitration agreement (this "Arbitration Agreement"). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Neurosnap, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Neurosnap should be sent to:

By email: hello@neurosnap.ai

After the Notice is received, you and Neurosnap may attempt to resolve the claim or dispute informally. If you and Neurosnap do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the State of New York, unless the parties agree otherwise. If you reside outside of New York, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or Neurosnap pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Neurosnap, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Neurosnap.

Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Neurosnap in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND NEUROSAP WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.**

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement, including the rights set forth in this Arbitration Agreement as they apply to the party asserting the claim.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Neurosnap.

Small Claims Court. Instead of sending a Notice of Dispute, either you or Neurosnap may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

Governing Law and Jurisdiction. All legal issues arising from or related to your use of the Site and these Terms shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts entered into and performed within the State of New York. Solely in the event that the foregoing Arbitration Agreement permits the parties to litigate in court (a) the parties hereby agree that all matters relating to the Site and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) and (b) any legal suit, action, or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Venue and Forum Waiver. To the fullest extent permitted by law, you hereby waive any objection which you may now or hereafter have to an inconvenient venue and/or forum by way of arbitral proceeding in the state of New York. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Site from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute, claim, or cause of action arising from these Terms or your use of the Site shall be governed by the applicable law set forth above, without regard to any conflict of law provisions, and you hereby irrevocably submit to the jurisdiction of the courts located in the state, province or country identified below whose law governs.

Specifically excluded from application to these Terms is the United Nations Convention on Contracts for the International Sale of Goods.

16. General

These Terms, and our Privacy Policy, constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Neurosnap is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Neurosnap’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Neurosnap may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

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If you are under the age of majority in your country of residence, you should review these Terms with a parent or guardian to ensure that you and parent or legal guardian understand these Terms.