

# C8 Sciences Terms of Service

C8 Sciences provides a personalized subscription service that allows our users to access our cognitive remediation content ("C8 Sciences content") over the Internet on certain computers and other devices ("C8 ready devices").

You have accepted these Terms of Service, which govern your use of our service.

As used in these Terms of Service, "C8 service", "our service" or "the service" means the personalized service provided by C8 Sciences including all features and functionalities, our websites, and user interfaces, as well as all content and software associated with our service.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH C8 SCIENCES

## 1. Membership

1.1. Your C8 Sciences membership will continue and automatically renew until terminated. To use the C8 Sciences service you must have Internet access and a C8 Sciences ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

## 2. Billing and Cancellation

2.1. **Billing Cycle.** The membership fee for the C8 Sciences service, will be charged to your Payment Method on the specific payment date. The length of your billing cycle will depend on the type of subscription that you chose when you signed up for the service. Membership fees are fully earned when you pay. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan.

2.2. **Payment Methods.** To use the C8 Sciences service you must provide one or more Payment Methods. You authorize us to charge any Payment Method

associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

- 2.3. Updating your Payment Methods. You can update your Payment Methods by going to the "My Account" page. Following any update, you authorize us to continue to charge the applicable Payment Method(s).
- 2.4. Cancellation. You can cancel your C8 Sciences membership at any time, and you will continue to have access to the C8 Sciences service through the end of your billing period. To cancel, go to the Players Tab on the "My Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, see the Players Tab on the "My Account" page.
- 2.5. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Service, any price changes or changes to your subscription plan will take effect following notice to you.
- 2.6. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used membership periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

### **3. C8 Sciences Service**

- 3.1. The C8 Sciences services are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your C8 Sciences membership, we grant you a limited, non-exclusive, non-transferable right to access the C8 Sciences service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public presentations or performances.
- 3.2. The information that is created when you use the C8 Sciences service; for example your usage, progress, and performance using the service content (collectively, "Training Data"); is owned C8 Sciences and its licensors. Subject to these Terms of Service, C8 Sciences grants you a limited license to view and print one or more copies of your Training Data for your personal, non-commercial use.
- 3.3. The C8 Sciences content and your Training Data are for informational purposes only and are not intended to substitute for professional medical advice, diagnosis, or treatment. You should seek the advice of a physician or other qualified health provider with whom you have such a relationship if you have questions regarding any medical condition or if you are experiencing any symptoms of or believe you may have any medical condition, regardless of any information contained within the C8 Sciences content or your Training Data. You should not ignore professional medical advice or delay in seeking it because of any information contained within the C8 Sciences content or your Training Data. Furthermore, you should not interpret any information contained within the C8 Sciences content or your Training Data as recommending any specific treatment plan, product or course of action. You should always consult your physician or other qualified health provider before starting any new treatment or stopping any treatment that has been prescribed for you by your physician or other qualified health provider. If you believe you are experiencing any negative effects or illness from using the C8 Sciences content, you should immediately stop such use and contact your physician or other qualified health provider as well as C8 Sciences at the address specified below. We do not guarantee the accuracy, completeness, or timeliness of any information contained within the C8 Sciences content, or your Training Data
- 3.4. You agree to use the C8 Sciences service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Service, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content

and information contained on or obtained from or through the C8 Sciences service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the C8 Sciences service; use any robot, spider, scraper or other automated means to access the C8 Sciences service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the C8 Sciences service; insert any code or product or manipulate the content of the C8 Sciences service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the C8 Sciences service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Service or are engaged in illegal or fraudulent use of the service.

- 3.5. The quality of the display of the C8 Sciences content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. C8 Sciences makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin or continue watching C8 Sciences content will vary based on a number of factors, including your location, available bandwidth at the time, and the configuration of your C8 Sciences ready device.
- 3.6. The C8 Sciences software is developed by, or for, C8 Sciences and may solely be used for authorized use of and to access content from C8 Sciences through C8 Sciences ready devices. This software may vary by device and medium, and functionalities may also differ between devices. By using our service, you agree to receive, without further notice or prompting, updated versions of the C8 Sciences and related third-party software. If you do not accept the foregoing terms, do not use our service.
- 3.7. By using our service, you agree to look solely to the entity that manufactured and/or sold you the C8 Sciences ready device for any issues related to the device and its compatibility with the C8 Sciences service. We do not take responsibility or otherwise warrant the performance of C8 Sciences ready devices, including the continued compatibility with our service.

#### **4. Passwords and Account Access.**

4.1. The member who created the C8 Sciences account and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the C8 Sciences account. To maintain control over the account and prevent anyone from accessing the account (which could include information on cognitive training history for the account), the Account Owner should maintain control over the C8 Sciences ready devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, C8 Sciences or our partners from identity theft or other fraudulent activity. C8 Sciences is not obligated to credit or discount a membership for holds placed on the account by either a representative of C8 Sciences or by the automated processes of C8 Sciences.

## **5. Disclaimers of Warranties and Limitations on Liability**

5.1. THE C8 SCIENCES SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE C8 SCIENCES SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. C8 SCIENCES DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE C8 SCIENCES SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. C8 SCIENCES SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, C8 SCIENCES READY DEVICES, AND C8 SCIENCES SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

5.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL C8 SCIENCES, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

5.3. YOU AGREE TO INDEMNIFY AND HOLD C8 SCIENCES AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, INJURY, DAMAGE, COST, OR EXPENSE (INCLUDING ATTORNEYS' FEES) INCURRED BY C8 SCIENCES OR ANY INDEMNIFIED PARTY ARISING OUT OF OR RELATING TO YOUR: (A)

USE OF THE C8 SCIENCES CONTENT; (B) VIOLATION OR BREACH OF ANY PROVISION IN THESE TERMS OF SERVICE OR VIOLATION OF ANY RIGHTS OF A THIRD PARTY; OR (C) VIOLATION OF APPLICABLE LAWS OR REGULATIONS.

5.4. NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## **6. Arbitration Agreement**

- 6.1. You and C8 Sciences agree that any dispute, claim or controversy arising out of or relating in any way to the C8 Sciences service, these Terms of Service and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Service, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and C8 Sciences are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your C8 Sciences membership.
- 6.2. If you elect to seek arbitration or file a small claim court action, you must first send to C8 Sciences, by certified mail, a written Notice of your claim ("Notice"). The Notice to C8 Sciences must be addressed to: General Counsel, C8 Sciences, Inc., 101 Whitney Ave, New Haven, CT 06510 ("Notice Address"). If C8 Sciences initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by C8 Sciences, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If C8 Sciences and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or C8 Sciences may commence an arbitration proceeding or file a claim in small claims court.
- 6.3. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after C8 Sciences receives notice at the Notice Address that you have commenced arbitration, C8 Sciences will reimburse you for your payment of the filing fee, unless your

claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

- 6.4. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless C8 Sciences and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.
- 6.5. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of C8 Sciences' last written settlement offer made before an arbitrator was selected (or if C8 Sciences did not make a settlement offer before an arbitrator was selected), then C8 Sciences will pay you the amount of the award or US\$5,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- 6.6. YOU AND C8 SCIENCES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and C8 Sciences agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be

unenforceable, then the entirety of this arbitration provision shall be null and void.

## **7. Miscellaneous**

- 7.1. Governing Law. These Terms of Service shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.
- 7.2. Unsolicited Materials. C8 Sciences does not accept unsolicited materials or ideas for C8 Sciences content, and is not responsible for the similarity of any of its content or services in any media to materials or ideas transmitted to C8 Sciences. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against C8 Sciences and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.
- 7.3. Feedback. C8 Sciences is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the C8 Sciences service, including our websites and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the C8 Sciences service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.
- 7.4. Changes to Terms of Service and Assignment. C8 Sciences may, from time to time, change these Terms of Service. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable C8 Sciences service.
- 7.5. Communication Preferences. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only,

for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Notices of and requests for customer service may be emailed to [info@c8sciences.com](mailto:info@c8sciences.com). Written notices may be sent to C8 Sciences, 101 Whitney Ave, New Haven, CT 06510