

**June 2019**

## **1. INTRODUCTION AND ACCEPTANCE**

Welcome to our online platform (“Website”), an online service operated by Neurovations including SpectrumCare Group, Neurovations Education, Neurovations Research, Napa Surgery Center, Neurovations and Napa Bio Skills (“SPG” “us,” “we,” or “our”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 16 BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found on the Website and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are also signifying your acknowledgement and agreement to our Privacy Policy.

## **2. INTELLECTUAL PROPERTY**

(A) The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, music, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the “Website Content”) and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

## **3. WEBSITE ACCESS AND USE**

(A) Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case,

you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use, you may not:

- i. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;
  - ii. circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content;
  - iii. use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
  - iv. collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;
  - v. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
  - vi. attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
  - vii. decompile, reverse engineer, or disassemble any portion of any the Website;
  - viii. use network-monitoring software to determine architecture of or extract usage data from the Website;
  - ix. encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s Membership (as defined in Section 4(B)) without permission, etc.);
  - x. violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
  - xi. engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.
- (C) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

#### **4. USER REGISTRATION**

(A) In order to access or use some features of the Website, you may have to become a registered user

(B) If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a “Membership”), which may permit you access to

certain areas of the Website not available to non-registered users.

(C) You are responsible for safeguarding and maintaining the confidentiality of your Membership. You agree to notify us immediately at [webmaster@neurovations.com](mailto:webmaster@neurovations.com) of any breach of security or unauthorized use of your Membership.

(E) You have no rights to the Website. SPG may terminate your Membership and/or access to the Website at anytime and for any reason

## **5. USER CONTENT**

(A) We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the Website (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (“User Content”). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

(C) You represent, warrant, and covenant that you will not submit any User Content that:

- i. violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
- ii. impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
- iii. encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- iv. is an advertisement for goods or services or a solicitation of funds;
- v. includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- vi. contains a formula, instruction, or advice that could cause harm or injury; or
- vii. is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of the Website and these Terms of Use.

(E) By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

(F) We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

## **6. WEBSITE CONTENT & THIRD PARTY LINKS**

(A) We provide the Website including, without limitation, Website Content for educational purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) In many instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release SPG its officers, directors, employees, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out

of, relating to, or in any way connected with such dispute.

(D) The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

## **7. INDEMNIFICATION**

You agree to indemnify and hold harmless SPG and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

## **8. DISCLAIMERS**

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, SPG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

## **9. LIMITATION ON LIABILITY**



(A) UNDER NO CIRCUMSTANCES SHALL SPG OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SPG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF SPG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY SPG DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

## **10. TERMINATION**

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that SPG shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(B) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 17.

## 11. COPYRIGHT POLICY

(A) We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the Membership of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

SpectrumCare Group  
3416 Valle Verde Drive  
Napa, CA 94558  
Email: [webmaster@neurovations.com](mailto:webmaster@neurovations.com)

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work’s copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. 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;
- iii. 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 us to locate the material;
- iv. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- v. A statement that you have 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; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

## **12. CHOICE OF LAW; JURISDICTION**

These Terms of Use shall be construed in accordance with the laws of the State of California without regard to its conflict of laws rules.

## **13. DISCLAIMER OF MEDICAL LIABILITY:** You understand and agree that SPG does Not Provide Medical Advice or Endorsements.

**A. This Website Does Not Provide Medical Advice.** Unless explicitly stated otherwise, all content on this website is the opinion or information of its author, not SPG. This website is not a substitute for medical advice. Always contact your own eye doctor or other professional healthcare provider if you have a question concerning your or your family's health.

RELIANCE ON ANY INFORMATION ON THIS WEB SITE IS AT YOUR OWN RISK. SPG IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, DRUG AND DEVICE APPLICATION OR OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU OBTAIN THROUGH THIS SITE.

**B. SPG Does Not Recommend or Endorse the Products or Services of Others.** SPG does not recommend or endorse any specific tests, drugs, devices, products, services, physicians, or medical institutions that may be mentioned or referenced on this Website. Any advertisers who purchase banners or otherwise support SPG and this Website have no influence on the editorial content or presentation and any such advertisements are not implied or express endorsements of any product, service, or company.

## **14. DISPUTE RESOLUTION & MANDATORY ARBITRATION**

(A) We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by contacting us at: SpectrumCare Group, Inc, ATTN: COO, 3416 Valle Verde Drive, Napa, CA 94558. We will contact you based on the contact information you have provided us or that we obtain by other means.

(B) If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

(C) We each agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third

parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)) or by calling JAMS at 949-224-1810.

(D) We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

(E) Exception to Arbitrate. Either of us may bring qualifying claims in small claims court. Further, pursuant to Section 14 below, we each agree that any arbitration will be solely between you and SPG, not as part of a classwide claim (i.e., not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction in Section 13 is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the classwide dispute must be brought in court.

## **15. NO CLASS ACTIONS**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

## **16. NO TRIAL BY JURY**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

## **17. AMENDMENT; ADDITIONAL TERMS**

(A) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional



Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of the Website and, if applicable, terminate your Membership.

## **18. MISCELLANEOUS**

- (A) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- (B) Except where specifically stated otherwise (e.g., Section 13(E)), if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Use shall remain in force.
- (C) These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.
- (D) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.