



## **SYNAPTITUDE BRAIN HEALTH INC.: Terms and Conditions**

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This document describes the Terms and Conditions which apply to your use of the Services provided by Synaptitude Brain Health Inc. and its components including the Synaptitude Brain Health website ([www.synaptitudebrainhealth.com](http://www.synaptitudebrainhealth.com)) and the Synaptitude Brain Health program. By using these Services, you accept and agree to be legally bound by the Terms and Conditions outlined in this agreement. You will also be subject to any applicable guidelines or rules which may be posted and modified at any time. Any participation in the Services will constitute acceptance of the Terms and Conditions.

### **1. Definitions**

- “Synaptitude” means Synaptitude Brain Health Inc., which is located at 701 West Georgia Street, Suite 1500, Vancouver, BC, Canada V7Y 1C6, and is also referred to as “we”, “us” or “our” within these Terms and Conditions.
- “Synaptitude Brain Health program” means the program developed by Synaptitude that uses sophisticated scientific techniques to construct individual brain health profiles and to provide various ‘brain fitness’ and lifestyle solutions.
- “Participant Consent Form” means the consent form by which Synaptitude obtains your consent to participate in the Synaptitude Brain Health program. The Participant Consent Form explains what we will ask you to do if you participate, how we will use your personal information and how we will protect your personal information.
- “Privacy Policy Statement” means the statement that describes how Synaptitude collects, uses, stores and protects your personal information.
- “Services” means the services provided by Synaptitude through our website and the Synaptitude Brain Health program.
- “Brain Health profile” means the collection of data, analyses and reports about your genetic information, your brain imaging assessments, your cognitive, sensory, motor and other specialized function test results, and your self-report data from surveys, questionnaires and personality tests.
- “Personal Information” means the information that can be used to identify you either alone or with other information. This includes, but is not limited to, your name, address, and email address, your medical history, your genetic information and your responses to surveys and questionnaires. Synaptitude collects personal information for the following purposes:
  - General communication to provide you with general information about Synaptitude and the Synaptitude Brain Health program.
  - Account registration to provide you with access to your participant account and to provide you with information about your participation in the Synaptitude Brain Health program
  - Development of your brain health profile
  - Referral purposes so that we can communicate with anyone you refer to us
  - Customer service
  - Tracking website activity to help us provide security, to authenticate participants and to customizer your experience with the Synaptitude website.

### **2. Requirements**

You must be of legal age in your province, territory, state or country of residence to use the Services. If you are (a) under the legal age in your province, territory, state or country of residence



or (b) do not wish to be bound by these Terms and Conditions, you may not access or use the Services.

### **3. Privacy Policy Statement**

Before you use the Services provided by Synaptitude Brain Health Inc., you must first review and agree to our Privacy Policy Statement. The Privacy Policy Statement describes how Synaptitude Brain Health Inc. collects, uses, stores and protects your personal information. If you do not agree to the policies and procedures outline in the Privacy Policy Statement, you are not permitted to use the Services. You may agree to the Privacy Policy Statement by using the Services provided. Click [here](#) to view the full Privacy Policy Statement. If you wish to participate in the Synaptitude Brain Health program, you must review the Participant Consent Form. The Participant Consent Form explains what you will be asked to do if you participate in the program. Click [here](#) to view the Participant Consent Form.

### **4. Acceptance of Terms and Conditions**

By using the Services, you agree that you are of legal age in your province, territory, state or country of residence and are subject to the terms of the legal agreement between you and Synaptitude as described in these Terms and Conditions. These Terms and Conditions apply to any use of the Services including, but not limited to, accessing your brain health profile through your participant account on the Synaptitude website. Before you can use the Services, you must first review and agree to the Terms and Conditions. You may not use the Services if you do not agree to the Terms and Conditions. Any use of the Services will constitute acceptance of the Terms and Conditions. We may also ask that you accept the Terms and Conditions by clicking to accept the Terms and Conditions. You will also be subject to any guidelines or rules that apply to the Services and that may be posted at any time. Synaptitude may also provide other services at any time that are governed by different Terms and Conditions.

### **5. Description of the Services**

The Services we provide include access to the Synaptitude website and participation in the Synaptitude Brain Health program. You must have access to the Internet in order to use the Synaptitude website. If you wish to participate in the Synaptitude Brain Health program, you may contact us by (a) filling in and submitting the form on the “For Participants” page on the Synaptitude website or (b) sending us an email at [communications@synaptitude.info](mailto:communications@synaptitude.info). You acknowledge and agree that the Services are provided “as is”. You also acknowledge that the Services may change any time without prior notice. You may stop using the Services at any time. If you wish to withdraw from the Synaptitude Brain Health program, you must send us an email at [communications@synaptitude.info](mailto:communications@synaptitude.info). Synaptitude is not responsible or liable for the use of the Services outside of these Terms and Conditions.

### **6. Risks and Considerations Regarding the Services**

The Services offered by Synaptitude Brain Health Inc. are solely for informational purposes and are not intended for medical or legal use. Synaptitude is not responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Synaptitude website and is not responsible or liable for any error or omissions in that information. Any reports, interpretations or findings provided to you by Synaptitude Brain Health Inc. are not a substitute for professional medical advice, diagnosis or treatment and may not be used for any medical



purpose. Synaptitude will not be responsible or liable for any injury you may sustain due to your use of the Services.

## **7. Participant Accounts**

If you choose to participate in the Synaptitude program, you may register for a participant account that you can use to access your brain health profile through the Synaptitude website. If you register for a participant account, you agree to (a) provide truthful, accurate and current information as required for registration and (b) maintain the truth and accuracy of your registration information. You will not be permitted to remove content from your participant account. However, you may delete your participant account at any time by sending us an email at [communications@synaptitude.info](mailto:communications@synaptitude.info). You are responsible for maintaining the confidentiality of your participant account login information and are fully responsible for all activities that occur under your participant account. You agree to immediately notify Synaptitude of any unauthorized use of your participant account or any other breach of security and to ensure that you sign out of your participant account at the end of each session. Synaptitude is not responsible or liable for any loss or damage arising from your failure to comply with these requirements.

## **8. Acceptable Use and Conduct**

You agree that you will use the Services in compliance with any and all applicable laws and regulations.

## **9. Third Party Sites**

Synaptitude may provide links to third party web sites and other resources through its Services. Synaptitude does not control and is not responsible for the availability or content of such third party web sites and resources. You acknowledge and agree that Synaptitude does not endorse and is not responsible or liable for the content, advice, advertising, products or other materials found on such third party web sites or resources. If you use or access any third party web site or resource, you acknowledge and agree that you do so at your own risk and are subject to the terms, conditions and policies of such third party web sites or resources.

If you participate in the Synaptitude Brain Health program, you will be assessed using a variety of tools including (a) the NIH Toolbox from the National Institutes of Health and (b) the Penn Computerized Neuropsychological Test Battery (CNP) from the University of Pennsylvania. Synaptitude does not charge a fee for the delivery or scoring of the NIH Toolbox or Penn CNP assessments.

## **10. Proprietary Rights**

Synaptitude Brain Health Inc. owns the content, information, trademarks and logos displayed in its Services except for content, information, trademarks and logos provided by third party web sites and resources. You acknowledge and agree that the content of the Services is protected by copyright and/or other intellectual property rights that are owned by Synaptitude and/or third parties who provide such content. You shall not modify, reproduce, disassemble, remove, distribute or display the content, information, trademarks and logos of the Services unless you have received written consent from Synaptitude or from the owners of such content, information, trademarks and logos. Any unauthorized use or creation of new works based on the Services is strictly prohibited.



Synaptitude grants you a limited license to (a) access your brain health profile through your participant account via the Synaptitude website, (b) view and print copies of your brain health reports for your personal, non-commercial use and (c) use the Services solely for your personal, non-commercial use. If you choose to share your data and/or reports with any third party, Synaptitude is not responsible or liable for any consequences that may arise from your disclosure of your information. You acknowledge and agree that you will not be entitled to any compensation if your data is used directly or indirectly in the development of intellectual property (including, but not restricted to, patents, copyrights, or trademarks) or the commercialization of products or services.

## **11. Indemnification**

You agree to indemnify and hold Synaptitude and its directors, officers, employees, partners, agents, successors, and assigns harmless from any claim, loss, injury, damage and liability made by any third party arising out of or relating to your use of the Services, your violation of or breach of any of these Terms and Conditions, your violation of applicable laws or regulations or your violation of any rights of a third party.

If you consent to participate in the Synaptitude program, you agree to indemnify and hold Synaptitude and its directors, officers, employees, partners, agents, successors, and assigns harmless from any claim, loss, injury, damage and liability made by any third party arising out of or relating to any disclosure or use of any information collected from you or disclosed to you. If you choose to disclose your personal information to a third party, you agree and hold Synaptitude its directors, officers, employees, partners, agents, successors, and assigns harmless from any claim, loss, injury, damage and liability made by any third party arising out of or relating to any such disclosure of your personal information.

## **12. Disclaimer of Warranties**

SYNAPTITUDE PROVIDES ITS SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY GUARANTEES OR WARRANTY. SYNAPTITUDE DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OF TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK. SYNAPTITUDE DOES NOT WARRANT THAT (A) THE SERVICES WILL BE ACCURATE, COMPLETE OR SUITABLE FOR YOUR PURPOSES, (B) THE SERVICES WILL BE UNINTERRUPTED, FREE OF ERRORS, FREE OF VIRUSES OR COMPLETELY SECURE, (C) ANY DATA DERIVED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. THE SERVICES ARE (A) INTENDED SOLELY FOR INFORMATIONAL PURPOSES, (B) NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT AND (C) NOT TO BE USED FOR ANY MEDICAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT SYNAPTITUDE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTIONS OR CONSEQUENCES RESULTING FROM YOUR USE OF OR YOUR PARTICIPATION IN THE SERVICES

## **13. Limitation of Liability**



SYNAPTITUDE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM THESE TERMS AND CONDITIONS, THE SERVICES OR YOUR USE OF OR YOUR PARTICIPATION IN THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, USE OR ANY OTHER LOSSES WHETHER OR NOT SYNAPTITUDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT OUR THIRD PARTY AGENTS AND EXTERNAL PARTNERS WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS.

#### **14. Exclusions**

Some jurisdictions do not allow limitations of certain warranties or liability for certain damages. If you reside in such a jurisdiction, some of the specific limitations listed in the Disclaimer of Warranties and Limitation of Liability in these Terms and Conditions may not apply to you.

#### **15. Changes to the Services**

Synaptitude may change, suspend or discontinue any of the Services at any time. You acknowledge and accept that Synaptitude will not be responsible or liable for any change, suspension or discontinuation of the Services.

#### **16. Termination**

The Terms and Conditions will remain in full effect while you use the Services. You may withdraw from the Synaptitude program at any time by sending us an email at [communications@synaptitude.info](mailto:communications@synaptitude.info). Once the email request has been processed, Synaptitude will terminate your participant account. However, Synaptitude will retain a de-identified copy of your data after your withdrawal from the program. We may suspend or terminate your participant account at any time if (a) you are in breach of the Terms and Conditions, (b) Synaptitude is required to do so by law or (c) Synaptitude ceases to provide the Services in the jurisdiction where you use the Services. If we suspend or terminate your account, you will be notified by email. Synaptitude will not be responsible or liable for any suspension or termination of your access to the Services.

#### **17. Changes to the Terms and Conditions**

Synaptitude may change the Terms and Conditions at any time. Changes will take effect immediately and the new Terms and Conditions will be made available on the Synaptitude website. If you use our Services after the effective date of the new Terms and Conditions, you acknowledge and accept the updated Terms and Conditions.

#### **18. Contact Information**

If you have any questions about these Terms and Conditions, please contact the Synaptitude Communications Officer by email at [communications@synaptitude.info](mailto:communications@synaptitude.info) or by regular mail at:

Synaptitude Brain Health Inc.  
Attn: Communications Officer  
701 West Georgia Street, Suite 1500  
Vancouver, BC



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**\*These Terms and Conditions were last updated on January 17, 2017.**