**neurish.me Terms of Use**

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# Acceptance of the Terms of Use

These terms of use are entered into by and between You and Neurish Networks, LLC (“Company”, “we” or “us”). The following terms and conditions (“Terms of Use”), govern your access to and use of www.neurish.me, including any content, functionality and services offered on or through www.neurish.me (the “Site”).

Please read the Terms of Use carefully before you start to use the Site. **By clicking to accept or agree to these Terms of Use, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy** [https://api.backendless.com/CE6DAFE1-FEAB-9A8E-FFA9-BA98F212A300/v1/files/documents/NeurishPrivacyPolicy.docx]**.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

This Site is offered and available to users who are 18 years of age or older, reside in the United States or any of its territories or possessions, and are either an Epilepsy patient, a mentor, caregiver, family member, or healthcare provider of an Epilepsy patient, a representative of an Epilepsy event sponsor or coordinator, or a representative of an Epilepsy Organization. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

# Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If any changes to these Terms of Use are significant, we will provide a more prominent notice of such changes, which may include an email notification of such changes.

# Accessing the Site and Account Security

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for:

* Making all arrangements necessary for you to have access to the Site.
* Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy [https://api.backendless.com/CE6DAFE1-FEAB-9A8E-FFA9-BA98F212A300/v1/files/documents/NeurishPrivacyPolicy.docx], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

# Intellectual Property Rights

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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* You may store files that are automatically cached by your Web browser for display enhancement purposes.
* You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication or distribution.
* If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or each of your mobile devices solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

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* Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you wish to make any use of material on the Site other than that set out in this section, please address your request to: contact@neurish.me.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

# Trademarks

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# Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

* In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
* For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
* To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
* To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
* To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.
* To send, upload, knowingly receive or download, use, or re-use any material which does not comply with the Content Standards set out below in these Terms of Use.

Additionally, you agree not to:

* Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
* Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
* Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
* Use any device, software or routine that interferes with the proper working of the Site.
* Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
* Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
* Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
* Otherwise attempt to interfere with the proper working of the Site.

# User Generated Content

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Generated Content”) on or through the Site.

All User Generated Content must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

* You own or control all rights in and to the User Generated Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
* All of your User Generated Content do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Generated Content you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Generated Content posted by you or any other user of the Site.

# Monitoring and Enforcement; Termination

We have the right to:

* Remove or refuse to post any User Generated Content for any or no reason in our sole discretion.
* Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for the Company.
* Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
* Terminate or suspend your access to all or part of the Site for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

# Content Standards

These content standards apply to any and all User Generated Content and use of Interactive Services. User Generated Content must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Generated Content must not:

* Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
* Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
* Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [https://api.backendless.com/CE6DAFE1-FEAB-9A8E-FFA9-BA98F212A300/v1/files/documents/NeurishPrivacyPolicy.docx].
* Be likely to deceive any person.
* Promote any illegal activity, or advocate, promote or assist any unlawful act.
* Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
* Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
* Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
* Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

# Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Company respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (“**DMCA**”), we will respond promptly to notices of alleged infringement that are reported to Company’s Designated Copyright Agent, identified below.

**Notices of Alleged Infringement for Content Made Available on the Site**

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice (“**Notice**”) complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

1. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

**5044 Eisenhower Ave.**

Suite 413

Alexandria, VA 22304

# Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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# No Medical Advice

The content of the Site, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified heath care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be included on the Site. Reliance on any information appearing on the Site, whether provided by Company, its content providers, its clients, visitors to the Site or others, is solely at your own risk.

# Changes to the Site

We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

# Information About You and Your Visits to the Site

All information we collect on this Site is subject to our Privacy Policy [https://api.backendless.com/CE6DAFE1-FEAB-9A8E-FFA9-BA98F212A300/v1/files/documents/NeurishPrivacyPolicy.docx]. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

# Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

* Link from your own or certain third-party websites to certain content on this Site.
* Send e-mails or other communications with certain content, or links to certain content, on this Site.
* Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

* Establish a link from any website that is not owned by you.
* Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
* Link to any part of the Site other than the homepage.
* Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

## Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

# Geographic Restrictions

The owner of the Site is based in the state of Georgia in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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# Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

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# Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Generated Content, any use of the Site’s content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

# Miscellaneous

## Governing Law and Jurisdiction

All matters relating to the Site and these Terms of Use 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 Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

Unless otherwise waived by Neurish Networks, LLC, any and all disputes arising out of, or related to, these Terms of Use or the Site shall be brought, heard, and determined exclusively in the Federal District Court for the Eastern District of Virginia or the state courts of competent jurisdiction within Arlington, Virginia, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use 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.

## Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Entire Agreement

The Terms of Use and our Privacy Policy [https://api.backendless.com/CE6DAFE1-FEAB-9A8E-FFA9-BA98F212A300/v1/files/documents/NeurishPrivacyPolicy.docx] constitute the sole and entire agreement between you and Neurish Networks, LLC with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

## Your Comments and Concerns

This website is operated by:

Neurish Networks, LLC

5044 Eisenhower Ave., Suite 413

Alexandria, VA 22304

All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to: contact@neurish.me.