

MYBRAIN TECHNOLOGIES Commercial Warranty - Melomind Solution

The purpose of this commercial warranty is to define the conditions of reimbursement and replacement of our Melomind solution. The implementation of this warranty is free of charge for the Customer and is valid worldwide. The said warranty takes effect on the delivery date of the headset for a period of one (1) year.

The Melomind solution includes: the rigid pouch, the protective cover, an electroencephalogram audio headset with its electrode pads, a pair of electrodes, power cables, as well as an instruction manual.

The warranty covers the EEG headphones with their electrode pads, as well as the electrode pair.

However, the power cables: the USB to mini USB charging cable, the male-to-male jack cable, the protective cover, the hard pouch and the headset battery are not taken into account.

The Customer may have a:

- Total refund of the headset within 4 weeks following the delivery date of the headset. Beyond that, only the replacement of the headset is possible. The refund is made by bank transfer within a reasonable time and after receipt of the Melomind solution.
- Replacement of defective equipment that can only be used once:
 - o If the headset is defective: replacement of the Melomind solution in its entirety after receipt of the Melomind solution.
 - o If the electrode pair or electrode pads are defective: replace the electrode pair or pads after receiving the defective electrode pair or pads.

To benefit from the warranty, the Customer must necessarily contact the Support Service at the following address: support@mybraintech.com. After the return and validation of the Support Service, the customer must return the Melomind solution or the pair of electrodes or the defective electrode pad(s) to the Support Service address - MYBRAIN TECHNOLOGIES – 85 rue de Maubeuge, 75 010 Paris. The return costs are the exclusive responsibility of the Customer.

The situations excluded from the said warranty are as follows:

- When it is a question of simple adjustments and routine maintenance of the equipment
- When the equipment used is incompatible with the Melomind solution as indicated in the technical specifications
- Damage resulting from failure to follow the instructions in the headset operating manual
- Damage resulting from use in an unsuitable environment. These environments are described in detail in the operating instructions.
- Breakdowns caused by the intervention of a person not authorized by our services
- Communication network failures (WIFI - 4G, etc).
- Failures resulting from the use of the headset in association with a mobile device that does not comply with the manufacturer's recommendations.
- failures due to program changes or loss of data, computer viruses and third party software
- Damage not detrimental to the general functioning of the headset (e.g. aesthetic damage)
- In cases of force majeure (fire, disaster)
- In the event of malicious acts or damage resulting from an external event (fall, breakage, electrical overvoltage)

The present commercial warranty can in no way exempt the seller from the legal guarantees to which he is bound, namely the guarantee against hidden defects of Article 1641 of the Civil Code and the guarantee of delivery in conformity with Article 1604 of the Civil Code. The Customer, if he is a consumer, can also use the following provisions of the Consumer Code: Articles L 217-4, L 217-5 and L 217-12.