Please Review these Terms of Use Carefully

These Terms of Use are a contract between you and Brain Sentinel[®] Consumer Systems, LLC (herein referred to as "Brain Sentinel"), and they describe the rules for visitors to the Brain Sentinel website. By using SeizureLink.com or any service accessible from this website (collectively referred to as the "Website"), you are agreeing to be bound by the following terms and conditions ("Terms of Use"). If you do not agree to these Terms of Use, do not visit or use the services of the Website. The terms and conditions outlined below solely pertain to SeizureLink.com; the Terms of Use and Privacy Policies can be found on that website.

This Website is maintained by Brain Sentinel solely for the purpose of providing general information about Seizure Link product, and services. You acknowledge and agree that nothing in this Website constitutes medical or professional advice, instruction or recommendation of any sort. Access and use of this Website is at your own risk and is subject to all applicable laws, treaties, statutes and regulations, as well as these Terms of Use. THIS WEBSITE IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY BRAIN SENTINEL. By using the Website, you represent and warrant that you are at least 18 years of age, that you have not been previously suspended or removed from the Website by Brain Sentinel, and that you will not use the Website in any manner or for any purpose that is unlawful or otherwise prohibited by these Terms of Use.

If you have an Emergency Situation, Call 911. This website does not provide medical advice, and if you are in need of medical advice, call your physician or 911.

Use of the Website

Use of the Website may be available through a compatible Internet browser or mobile device and may require network connections and software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

Your right to access and use the Website is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Website for lawful purposes. Accurate records enable Brain Sentinel to provide the Website to you. You must provide true, accurate, current and complete information about your accounts and you may not misrepresent your registration information. In order for the Website to function effectively, you must also keep your registration information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Website to you will be affected.

You agree that Brain Sentinel may use your feedback, suggestions, or ideas in any way, including in future modifications of the Website, other products or services, advertising or marketing materials. You grant Brain Sentinel a perpetual, worldwide, fully-transferable, sub- licensable, irrevocable, fully paid-up, royalty-free license to use the feedback you provide to Brain Sentinel in any way.

Use per Brain Sentinel[®] Labeling

The devices, systems and services described on this Website are subject to the laws of the United States of America governing the use and sale of such devices, systems and services. SeizureLink is not a medical

device, and it is not cleared by the FDA as a medical device. SeizureLink is intended to provide notice when a suspected seizure may be occurring, but it is not a medical device nor intended to be used in the treatment of a disease. Please discuss any concerns and issues you may have with your physician.

Brain Sentinel does not provide medical advice. Under no circumstances should any information on this Website be directly used as either a diagnosis, a suggested treatment or medical advice. There is no express or implied physician-patient relationship between you and Brain Sentinel, its employees or consultants. Brain Sentinel strongly urges that you consult with your physician regarding any and all treatment options that may be available to you. Brain Sentinel makes no warranties whatsoever, express or implied, regarding the accuracy, completeness, timeliness, or usefulness of any information contained or referenced on this Website. Brain Sentinel does not assume any risk whatsoever for your use of the Website or the information contained herein. In using the Website, you agree that neither Brain Sentinel nor any other party is or will be liable or otherwise responsible for any decision made or any action taken or any action not taken due to your use or reliance on any information presented on or obtained from this Website.

Ownership of Content

This Website is owned and operated by Brain Sentinel. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Website (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Unless designated otherwise, all Materials contained on this Website are the property of Brain Sentinel or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, logos and service marks displayed on the Website, whether registered or unregistered, are owned exclusively by Brain Sentinel or its affiliates and/or other third parties. Brain Sentinel hereby grants you a nontransferable, nonexclusive license to use the information and other Materials contained on the Website solely for your own personal noncommercial use and information. You may download and/or print a single copy of any of the Materials contained herein for your personal use; however, you shall not otherwise reproduce, display, publish, distribute, sell, license, modify, publicly perform, transmit, edit, adapt, create derivative works from, or incorporate the Materials into other documents, websites, or publications, or otherwise make unauthorized use of the Materials. Brain Sentinel reserves the right to modify, in whole or in part, or temporarily or permanently discontinue or remove any Materials from the Website, at any time without notice to you, and without liability to you. Nothing contained in these Terms of Use, nor your use of the Materials, shall be construed as granting you any license or right in or to any trademark, logo, or service mark, except as expressly provided above. Brain Sentinel reserves all rights not expressly granted in this Terms of Use.

User Accounts

To use the Website, you must first register by creating a User Account. You are responsible for safeguarding the password that you use to access your User Account, and it is recommended that you choose a strong password, i.e., a password of sufficient length and complexity such that third parties will not readily guess your password. You should take measures to maintain and preserve the confidentiality of the username and password associated with your User Account, and you must notify Brain Sentinel promptly of any unauthorized use or suspected breach of security of your User Account. Brain Sentinel

shall not be liable for any losses that may result from any unauthorized use of your User Account or failure to maintain appropriate confidentiality measures. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. Brain Sentinel owns your User Account credentials and may revoke or change them at any time.

Collection, Use, and Disclosure of Information

You may provide to Brain Sentinel what is generally called "personally identifiable" information (such as your name, email address, and home/mobile phone number). For example, if you use the Website to contact Brain Sentinel, we will ask for your email address so that we can respond to you. As you navigate this Website, we may automatically record certain anonymous information using various technologies, such as cookies, tags or web beacons, and/or navigational data collection (log files, server logs, clickstream). Some or all Internet browsers may automatically transmit to this Website certain anonymous information, such as the URL of the Website the user came from, the user's Internet Protocol (IP) address, and the browser version being operated by the user's computer.

This Website may use and combine such automatically collected information to provide better service to users of this Website, customize or improve the Website based on users' preferences, compile and analyze statistics and trends, administer and improve the Website or for other such purposes as Brain Sentinel may deem appropriate. Brain Sentinel will also use the information you provide on the Website when you contact Brain Sentinel to respond to your inquiry.

Brain Sentinel works with some authorized service providers to provide website hosting and maintenance as well as other services for us. To the extent it is necessary for these service providers to complete their contractual obligations to Brain Sentinel, these third parties may have access to or process your information. Brain Sentinel, however, generally limits their use of your information to the purpose for which it was shared. In the event that Brain Sentinel[®] is acquired by or merged with a third-party entity, we may transfer or assign the information that we have collected as part of such a merger, acquisition, sale, or other change of control.

Modification of These Terms of Use; Termination

Brain Sentinel reserves the right, at our discretion, to change, modify, add, or remove portions of this Terms of Use at any time. Please check this Terms of Use periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. Brain Sentinel reserves the right, in its sole discretion, for any or no reason, and without penalty, to terminate your access and use of the Website at any time with or without notice. You agree that Brain Sentinel will not be liable to you or any third party for any such termination. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of this Terms of Use, (iii) any policy or practice of Brain Sentinel in operating the Website, or (iv) any content or information transmitted through the Website, is to terminate these Terms of Use. You may terminate these Terms of Use at any time by discontinuing use of any and all parts of the Website.

Prohibited Conduct

As a condition to your use of the Website, you agree not to: use the Website for any purposes other than to access information offered by Brain Sentinel; rent, lease, loan, sell, resell, sublicense, distribute

or otherwise transfer the licenses granted herein or any Materials; delete the copyright or other proprietary rights on the Website; use the Website for any illegal purpose; use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website or the Materials, without Brain Sentinel's express written consent, which may be withheld at Brain Sentinel's sole discretion; use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines and search agents available through the Website and other than generally available third-party web browsers; attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website; remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website or features that enforce limitations on the use of the Website; or Intentionally interfere with or damage operation of the Website or any user's utilization of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Third-Party Sites, Products and Services; Links

The Website may include links or references to other external websites or services solely as a convenience to users ("Reference Sites"). Links on Reference Sites may lead to resources located on servers maintained by third parties over whom Brain Sentinel has no control. Brain Sentinel does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK, AND BRAIN SENTINEL MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO THE REFERENCE SITES. You acknowledge and agree that Brain Sentinel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, materials, products, or services contained on or accessible through Reference Sites.

Disclaimer of Warranties

Brain Sentinel does not warrant that the Website will be available or effective. Your access and use of the Website may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, power outages, Internet service interruptions, periodic updating, maintenance or repair of the Website or other actions that Brain Sentinel, in its sole discretion, may elect to take. Brain Sentinel does not warrant that the Website is accurate, complete, reliable, current, or effective. You should not rely on the availability, accuracy, or effectiveness of the Website in situations where such reliance could cause you to suffer harm or loss of any kind.

THE WEBSITE AND MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRAIN SENTINEL HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, STATUTORY, OR IMPLIED WITH RESPECT TO THE WEBSITE AND THE MATERIALS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS, OR AVAILABILITY OF ANY INFORMATION OR SERVICE CONTAINED OR REFERENCED ON THE WEBSITE.

Limitation of Liability and Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRAIN SENTINEL, ITS AGENTS, LICENSORS, OR SERVICE PROVIDERS, OR ANY OTHER PARTY INVOLVED IN CREATING OR PRODUCING THE WEBSITE, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM LOSS RELATED TO THE USE (OR NON-AVAILABILITY) OF THE WEBSITE OR ANY MATERIALS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORTUOUS ACTION, EVEN IF BRAIN

SENTINEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, BRAIN SENTINEL SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOU, YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE WEBSITE OR MATERIALS.

To the extent you allege or assert any damages associated with the Website or Materials which are not excluded by the foregoing, then Brain Sentinel's liability (and that of its agents, licensors, or service providers) for such damages shall not exceed one hundred dollars (\$100.00 USD).

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BRAIN SENTINEL, ITS AGENTS, LICENSORS, AND SERVICE PROVIDERS, AND THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE, INCLUDING ANY WARRANTY YOU PROVIDE HEREIN, OR OTHERWISE RESULTING IN ANY WAY FROM YOUR USE OF THE WEBSITE.

Special Considerations for International Use

The Website is hosted in the United States and is intended solely for users in the United States. If you choose to access the Website from other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personally identifiable information outside of those regions of the United States and by providing Brain Sentinel your personally identifiable information on the Website you, on behalf of yourself, your family and your heirs, consent to that transfer and agree to hold Brain Sentinel harmless from any claims of improper usage, collection, or storage that may result of the laws governing data collection in your country.

Notice of Privacy Practices

Any data that you provide to Brain Sentinel using this Website is subject to the Notice of Privacy Practices ("Privacy Policy") that is posted on the Website and in effect at the time such data is provided. Brain Sentinel may update its Privacy Policy from time to time, so you should be sure to review the Privacy Policy posted on the Website prior to providing any information to Brain Sentinel using the Website. Brain Sentinel's Privacy Policy is herein incorporated by reference into these Terms of Use.

Miscellaneous

These Terms of Use constitute the entire agreement between you and Brain Sentinel and govern your use of the Website, superseding any prior agreements between you and Brain Sentinel (including, but not limited to, any prior versions of the Terms of Use) and any prior representations by Brain Sentinel. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. You understand and agree that the exclusive forum for any suit, action, or other proceeding arising out of or in any way related to the use of the Website or these terms of Use or the Privacy Policy as referenced herein, shall be in the state or federal courts in Texas, and subject to the exclusive personal jurisdiction and venue of any court in Bexar County, Texas. The failure of Brain Sentinel to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

How Can You Contact Us About the Terms of Use?

If you have any questions or concerns about the Terms of Use, please contact us via email at info@BrainSentinel.com.