

NeuroDrive LLC

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.

NeuroDrive LLC, an Oklahoma Limited Liability Company (“NeuroDrive” “us” or “we”) owns and operates this website and any other web services or products offered by NeuroDrive now or in the future, including, but not limited to, its related social media platforms. By accessing, using, downloading, viewing this website, or any of its products or services (defined below), (collectively, the “Site”), you hereby consent and agree to these terms and conditions (“Terms of Use”). The Terms of Use and Privacy Policy (please see here) (collectively, the “Terms”) govern your use of the Site, and other free materials and resources provided by the Site, and any other services or products we make available on this Site (collectively, the “Services”). These Terms constitute a legally binding agreement made by and between NeuroDrive and the user of this Site (personally and, if applicable, on behalf of the entity for whom you are using the Site; collectively, “you”).

BY ACCESSING OR USING ANY PART OF THE SITE, PRODUCTS, OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS.

If you do not agree to these Terms and to follow all applicable laws, then please cease access or use of the Site and Services immediately.

If you have any questions about these Terms, please contact us by email at Lilli@neurodrivegolf.com

If you access any NeuroDrive Site on a social media network (such as, without limitation, Facebook, Twitter, Instagram, or Pinterest), you also consent to and agree to abide by the terms and conditions of that social media network.

HEALTHCARE ACKNOWLEDGEMENT & DISCLAIMER

NeuroDrive is not a medical practice.

No aspect of NeuroDrive’s Services are meant to be a substitute for professional advice from your professional care provider and NeuroDrive makes no warranties, express or implied, as to the completeness, accuracy, or appropriateness for any purpose of any information or instruction provided through the Services. You are encouraged to consult with your healthcare provider or other professional care provider with any questions or concerns you may have regarding any health condition or any other condition that you may have before taking any action or engaging in any activity or program, including NeuroDrive’s Services.

You acknowledge and agree that when taking any action or participating in any activity, routine or program that may be described in the Services that there is the possibility of physical injury, emotional distress and/or death, and you assume the risk and responsibility for any such results.

You should never disregard medical or other professional advice or delay seeking it. NeuroDrive’s Services should not be used in lieu of professional advice given by qualified medical professionals such as your doctor or other professional care provider. It is important that the Services are used only in conjunction with qualified medical guidance and guidance provided by other applicable professional care providers.

You hereby release NeuroDrive and waive any and all claims against NeuroDrive for any damages you may incur arising out of or related to your use of NeuroDrive’s Services, Site, or Products. You further agree to indemnify and hold harmless NeuroDrive from any damages, liabilities, losses, or other claims incurred by NeuroDrive and arising out of or related to your use of NeuroDrive’s Services, Site, or Products.

CONTENT ON THE SITE

Intellectual Property Rights. You agree that the Site itself, as well as all content, photographs, sound or videos, media, images, formulas, graphics, webinars, training materials, products, podcasts, services and/or other information and materials, and selection and arrangements thereof is copyrighted work under the United States and other copyright laws, and is the property of or licensed by NeuroDrive, made available on the Site or any information, materials, and content transferred via a downloadable file or link by us or other third parties (collectively the “Content”). All trademarks, service marks, and trade names (collectively, the “Marks”) are trademarks or registered trademarks of and are proprietary to NeuroDrive or other respective owners that have granted NeuroDrive the right to use such Marks. Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, and non-sublicensable, and revocable right to access, view, and use the Site solely for your personal purposes and non-commercial use, and as we otherwise intend. NeuroDrive reserves the right to monitor the Services and Content for the purpose of determining that your usage complies with these Terms.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on our Site in whole or in part, other than as necessary for your own personal non-commercial use, without our written consent. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of NeuroDrive, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

Third-Party Content. Our Site contains Content that we create as may also include Content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party content. There may be some inadvertent inaccuracies or errors in the content and we do not guarantee the accuracy, integrity, completeness or quality of the content on our Site or located at third party URLs that may be posted on our Site. NeuroDrive is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.

Third-Party Services. Third parties may offer their services directly to you through the Site. In such a case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. NeuroDrive will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

YOUR CONDUCT ON THE SITE

Eligibility. To use the Site, you must be, and represent and warrant that you are, of legal age (18 years of age or older) and competence. By using the Site on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Site constitutes that third party's acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.

Account Information. If you create an account, any information that you choose to provide us must be true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. Your account is non-transferable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including, without limitation, failure to maintain updated and correct information about your account or cause your account to fall out of good standing and we may cancel your account at our sole discretion. When you register with NeuroDrive and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from NeuroDrive.

Feedback. If you send comments or suggestions about the Site to NeuroDrive, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of NeuroDrive. No submission shall be subject to any obligation of confidence on the part of NeuroDrive. NeuroDrive shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

Prohibited Conduct. You agree not to copy or imitate the appearance, design or style of our Site or any Content. The technology and software underlying our Site and the Services are the property of NeuroDrive, our affiliates and/or our business partners. You agree that you will not use our Site or its Content to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of NeuroDrive or any other person or entity;
- Use the Service or Site or Products commercially;
- Reverse engineer, decompile, tamper with or disassemble the technology used to provide the Services or Site or Products (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law);
- Interfere with or damage the Services, Site, Products, or underlying any technology;
- Impersonate or misrepresent your identity or affiliation;
- Attempt to obtain unauthorized access to the Services or Site;
- Violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms;
- Violate any law, rule, or regulation;
- Transmit executable programming or corrupted files of any kind, including viruses, spyware, trojan horses, Easter eggs or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our Site, software or hardware, third party websites or telecommunications equipment;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software posted or contributed content or other material; or
- Engage in any illegal activities.

Use of our Site is subject to existing laws and legal process. Nothing contained in these Terms will limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our Site.

PRIVACY POLICY

All of the information that we collect from you, such as your e-mail address and related personal information and credit card information, is subject to our privacy policy. NeuroDrive's privacy policy (which describes how we collect, use and disclose your data and your consent to such collection, use, and disclosure) is incorporated into and is a part of these Terms. Please see our full privacy policy [here](#).

DMCA COPYRIGHT INFRINGEMENT AND TAKE-DOWN POLICY

Infringement Notification. NeuroDrive respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email to:

Lilli@neurodrivegolf.com

Email Address: Lilli@neurodrivegolf.com

Send such notice with the information that sets forth the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit NeuroDrive to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say “entire work” ONLY if all assets/pages in a collection/document are infringing.
- Include details of your claim to the material, or your relationship to the material’s copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: “I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law.”
- If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- Sign the document, physically or electronically.

ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS POLICY IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA. Please note that you may be liable for damages, including but not limited to costs and attorneys’ fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Site infringes upon your copyright; or (b) that material on the Site was removed or disabled by mistake or misidentification. If a user is found to be an infringer of the copyright rights of others, NeuroDrive may terminate access to the user’s account.

TERMS OF SALE FOR PRODUCTS AND/OR SERVICES

Products and/or Services. Through the Site, certain products, subscriptions, memberships or other services may be offered for purchase, all of which are referred to as the “Products and/or Services”. The fees for such Products and/or Services are as listed on the Site. All fees are due at the time of booking the Products and/or Services unless otherwise indicated on the Site, and NeuroDrive will have no obligation to provide Products and/or Services until such fees are paid. All Products and/or Services are subject to these Terms of Use.

Products and/or Services Descriptions. We try to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate because of the browser, hardware, or other technology that you use. We apologize in advance for any such errors that may result in an incorrect price, inaccurate description, item unavailability or otherwise affect your order. We reserve the right to correct errors (whether by changing information on the Site or by informing you of the error and giving you an opportunity to cancel your order) or to update Product information at any time without notice.

Availability and Pricing. NeuroDrive reserves the right to change the prices and available Products and/or Services at any time. Quantities of some Products and/or Services may be limited and availability cannot always be guaranteed. Products and/or Services offered for sale on this Site are for sale only in the United States and all prices are quoted in U.S. dollars. We may occasionally make errors in the stated prices on this Site. If a Service's correct price is higher than the listed price, we will, in our discretion, either confirm the correct price with you or cancel your order and notify you of such cancellation.

Purchasing Products and Services. The display of Products and/or Services on the Site invites you to make an offer to purchase the Products and/or Services. Your order is an offer to buy the Products and/or Services, which we accept only by providing the Products and/or Services or confirming your request for Products and/or Services. Any confirmation that you receive after placing an order does not constitute an acceptance of your offer and is subject to correction for any reason.

Orders. We have the right to refuse or limit any orders and limit quantities. We will not be liable if a Service is unavailable or if the date of Services need to be rescheduled. All orders are non-cancelable; we may grant or deny cancellation requests in our sole and absolute discretion. We reserve the right to provide substantially similar Products or Services to fulfill your order.

Returns. We do not allow returns or substitutions of Products and/or Services. All sales are final.

Payment. You authorize us (and any payment processor) to charge your payment card for all purchases you make. We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Products and/or Services in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Products and/or Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

Taxes. Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase.

Personal Use Only. Products and/or Services are for your personal use only. You agree not to sell or resell any Products and/or Services you purchase.

No Harassment. You agree to treat NeuroDrive and its principals, employees, and contractors in a professional capacity at all times, and NeuroDrive reserves the right to suspend and terminate Services to you at any time without refund in the event NeuroDrive feels unsafe or uncomfortable in any way.

Questions? If you have questions, please contact us at:

NeuroDrive LLC

Lilli@neurodrivegolf.com

DISPUTES

Subject to applicable law, you and NeuroDrive agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Site, any breach, enforcement, or termination of these Terms, or otherwise relating to NeuroDrive in any way will be resolved in accordance with the provisions set forth in this Section.

Informal Resolution. If you have any dispute with us, you agree that before taking any formal action, you will contact us at Lilli@neurodrivegolf.com, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

Arbitration. These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Matters must be asserted individually in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Terms and the AAA Supplementary Procedures for Consumer-Related Disputes (including, without limitation, utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Award. For matters where the relief sought is over \$5,000, the arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same NeuroDrive user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Exceptions. There are only two exceptions to this arbitration agreement:

First, if a party reasonably believes that the other party has in any manner infringed or threatened to infringe the intellectual property rights of the other party, the party who owns the intellectual property rights may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court within the United States, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, NeuroDrive will reimburse you for all filing, administration, and arbitrator

fees associated with the arbitration following the earlier of the arbitrator's decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, NeuroDrive is relieved of its obligation to reimburse you for any fees associated with the arbitration.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against NeuroDrive prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and NeuroDrive. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and NeuroDrive must be resolved exclusively by a state or federal court located in Tulsa Oklahoma. You and NeuroDrive agree to submit to the personal jurisdiction of the courts located within Tulsa Oklahoma for the purpose of litigating all such claims or disputes.

OPT-OUT. IF YOU ARE A NEW NEURODRIVE USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO LILLI@NEURODRIVEGOLF.COM ("OPT-OUT NOTICE"): NEURODRIVE. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME. IF YOU ARE NOT A NEW NEURODRIVE USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS OF SERVICE TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

Procedure. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and an unaltered digital image of a valid driver's license which matches the name on your account to: Lilli@neurodrivegolf.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of the agreement and its Disputes Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED BELOW) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold NeuroDrive and all of our officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors ("NeuroDrive Party," or collectively, the "NeuroDriveParties") harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, incurred by any NeuroDrive Party arising from, related to, or in connection with (a) a violation of any provision of these Terms by you; or (b) arising from, related to, or connected with your violation of the rights of NeuroDrive or any other person or entity. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive these Terms and your use of the Site.

WARRANTIES & DISCLAIMERS

Service Outages and Force Majeure. Unless you have greater rights in a separate signed agreement with us, we disclaim to the fullest extent permitted by law any service outages that are caused by our maintenance on the servers or the technology that underlies our Site, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. Under no circumstances shall NeuroDrive or its licensor or service providers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. This provision is not intended to disclaim liability that NeuroDrive may not disclaim under law.

USE OF SITE AND CONTENT IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT OR COURSES ON OUR SITE. OUR SITE, CONTENT AND SESSIONS ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKES ANY WARRANTY THAT (I) OUR SITE, SERVICES, OR COURSES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, COURSES, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT AND COURSES. NEURODRIVE ASSUMES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS. NEITHER WE NOR OUR AFFILIATES OR BUSINESS PARTNERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION IS NOT INTENDED TO DISCLAIM LIABILITY THAT NEURODRIVE MAY NOT DISCLAIM UNDER APPLICABLE LAW.

NO RESPONSIBILITY FOR THIRD-PARTY PRODUCTS SERVICES AND MATERIALS. NEURODRIVE DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND NEURODRIVE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NEURODRIVE WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NEW JERSEY RESIDENTS. TO NEW JERSEY RESIDENTS, THE PROVISIONS ABOVE ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF NEW JERSEY ONLY.

LIMITATION OF LIABILITY

NO CONSEQUENTIAL DAMAGES. IN NO EVENT, AS PERMITTED BY THE FULLEST EXTENT OF APPLICABLE LAW, WILL NEURODRIVE, AND NEURODRIVE PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE SITE, SERVICES, COURSES, PODCASTS, CONTENT OR PRODUCTS, EVEN IF NEURODRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT NEURODRIVE MAY NOT EXCLUDE UNDER APPLICABLE LAW.

OUR LIABILITY IS LIMITED. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICES OR PRODUCTS TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT NEURODRIVE MAY NOT EXCLUDE UNDER APPLICABLE LAW.

NEW JERSEY RESIDENTS. TO NEW JERSEY RESIDENTS, THE PROVISIONS OF THIS PARAGRAPH 9 ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF NEW JERSEY ONLY.

TERMINATION & SURVIVAL

Term. These Terms are effective unless and until terminated by us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Site, temporarily or permanently, at any time and without prior notice.

Suspension and Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all.

Survival. If we terminate your right to access the Site, these Terms will terminate and all rights you have to access the Site will immediately terminate. The following provisions will survive termination: Intellectual Property, Indemnification, Payment Obligations, Warranties and Disclaimers, Limitations of Liability, Dispute and any and all others that by their sense and context are intended to survive the termination or expiration of the Agreement shall survive.

GENERAL TERMS

No Waiver; Severability. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision, and our failure to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. The provisions of these terms are intended to extend to the fullest extent permitted by law. No waiver of any term of these Terms will be binding unless in writing.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Applicable Law. These Terms will be construed in accordance with the laws of the United States of America and (to the extent not inconsistent with or preempted by federal law) the State of Oklahoma and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Tulsa County, Oklahoma if seeking interim or preliminary relief or enforcement of an arbitration award.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

Headings. The provision titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will not be construed against the drafter.

Notice. You hereby consent to receiving and transacting with us by electronic means. We may deliver notice to you by e-mail, posting a notice on the Site or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address:

Lilli@neurodrivegolf.com

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