



TERMS AND CONDITIONS OF USE FOR THE NEUROTTEST WEBSITE (NEUROTTEST.COM) AND SUBTLE COGNITIVE IMPAIRMENT TEST (SCIT)

General Statement

The NeuroTest website and SCIT is owned and managed by NeuroTest Pty Ltd (ABN: 40 165 324 121), PO Box 1340, Glen Waverley, VIC 3150, Australia.

The following Terms and Conditions of Use govern NeuroTest Pty Ltd's ('our') relationship with you. In the Terms and Conditions of Use we refer to NeuroTest Pty Ltd as 'we' or 'us'. By clicking to agree to purchase SCIT license(s) you are agreeing to comply with and be bound by these Terms and Conditions of Use. If you do not agree to be bound, then do not use the NeuroTest website or SCIT.

1. These Terms and Conditions of Use are intended to govern all users of the NeuroTest website and Subtle Cognitive Impairment Test (SCIT)

This agreement sets out the contractual terms and conditions under which all users and potential users are permitted to use the NeuroTest website and Subtle Cognitive Impairment Test ('SCIT'), including but not limited to such users as individuals ('Individual Users'), the parents or guardians of children under the age of 18 years on the condition that they accept the Terms and Conditions of Use on behalf of their children ('Parent' or 'Parents'), researchers and medical providers ('Clients'), research organisations, schools, companies or institutions who may need access to SCIT, results from SCIT and other personally identifiable information ('Institutional Users').

Unless the context requires otherwise, 'User' means Individual Users, Parents, Parents on behalf of Users under the age of 18 years, Clients, and Institutional Users. For the purposes of this agreement, the word 'you' or 'your' and 'User' (depending on the context) shall be interpreted to include children under the age of 18 years on the understanding that the parent or guardian accepts the Terms and Conditions of Use on their behalf.

By accepting these Terms and Conditions of Use as part of completing the online registration process on this website, you as the 'User' or 'Parent' of a User under the age of 18 enter into an agreement with NeuroTest Pty Ltd and agree to be bound by the Terms and Conditions of Use. The use of any product or information provided on the NeuroTest website (including SCIT) or otherwise provided by NeuroTest Pty Ltd, is entirely voluntary. If you do not wish to be bound by these Terms and Conditions of Use, then you must not register to use SCIT or any other products or information on the NeuroTest website. If you are entering this Agreement on behalf of a person, company, organisation or institution, then you must ensure you have all required permission and authority to do so. If you do not have such permission or authority, you must not use any product or information provided on the NeuroTest website (including SCIT).

2. SCIT is not a medical device and NeuroTest Pty Ltd, the NeuroTest website and SCIT are not designed or intended to provide a medical diagnosis or medical advice

The NeuroTest website and its contents, including SCIT, the data produced by SCIT and any other information on the NeuroTest website are provided for informational purposes only.



Neither the NeuroTest website nor SCIT are designed or intended to provide medical advice or a medical diagnosis. SCIT provides a simple measure of cognitive function and may assist individuals, medical practitioners, researchers and others to measure or assess changes in cognitive function over time. Many factors that have nothing to do with dementia, brain injury or disease can affect cognitive function, such as sleep loss, alcohol consumption, substance abuse, distraction and diet. While SCIT can detect some changes and deficits in cognitive function it provides no guidance as to the cause of any change or deficit in cognitive function.

You accept that the material provided on this NeuroTest website, including SCIT, is for general evaluative purposes. We do not claim that the information provided by us is accurate or true. It cannot be used and should not be used, to diagnose any medical condition and is not fit for that purpose. It is not intended to be relied on by any visitor to the NeuroTest website or any other person. In particular, you should make your own enquiries and seek independent advice from relevant medical, health or other competent health industry professionals before acting in reliance on the material posted on the NeuroTest website or provided by SCIT.

3. Scope of our commitment to you

We warrant to you that SCIT will provide the functionality and services described on our website and that we will endeavour to provide SCIT and any related services we may offer with due care and skill. All other warranties, whether express, implied or statutory, are excluded to the fullest extent permitted by law.

We do not represent or warrant that SCIT or the NeuroTest website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and equipment and for undertaking reasonable precautions to scan for computer viruses or other destructive properties.

We make no representations or warranties regarding the compatibility or performance of any third party hardware or software that may be used in connection with SCIT or the NeuroTest website. The results you generate will depend on a number of factors including the user content you upload, the accuracy of your experiment and the efficiency of the participants. We make no commitment as to the quality, accuracy or completeness of the results you generate from your use of SCIT or the NeuroTest website.

4. Disclaimer of warranties and limited liability of NeuroTest Pty Ltd

The NeuroTest website requires transmission of your personal data as a process of purchasing or registering for SCIT and through responses to SCIT via media connections beyond the control or supervision of NeuroTest Pty Ltd. To the extent permitted by law, NeuroTest Pty Ltd disclaims any and all liability for or relating to, the delay, failure, interruption, corruption or loss of any data transmitted in connection with use of the NeuroTest website and SCIT.

You agree that you must take your own precautions to ensure that your access to the NeuroTest website does not expose you to the risk of viruses, malicious computer code or other forms of interference that could damage your computer, and NeuroTest Pty Ltd accepts no responsibility, and we are not liable to you, for any interference or damage to your computer system which arises in connection with your use of our website or SCIT.

We are only liable to you for losses which you suffer as a result of a breach of these Terms and Conditions of Use by us. We are not responsible to you for any losses that you may incur which were

not a foreseeable consequence of us breaching these terms and conditions, for example if you and we could not have contemplated those losses before or when you used SCIT or the NeuroTest website.

Our liability to you whether under tort (including negligence), breach of these Terms and Conditions of Use, breach of statute or otherwise shall not in any circumstances include any business losses that you may incur, including but not limited to lost data, lost profits, lost revenue, loss of anticipated savings or business interruption (and in each case whether direct or indirect).

Subject to the foregoing, our maximum aggregate liability to you shall in no event exceed 125% of the charges you paid us for SCIT licenses in the twelve months preceding a claim.

To extent permitted by law, NeuroTest Pty Ltd and its officers, directors and affiliates expressly disclaim any representation or warranty related to the accuracy, reliability, completeness, correctness, fitness for purpose or timeliness of the NeuroTest website, SCIT, articles or advice provided to you through the NeuroTest website, links that may appear on the NeuroTest website and other material that may be made available from time to time by NeuroTest Pty Ltd.

To the extent permitted by law, we are not liable to any User or any third party for any loss whatsoever resulting directly or indirectly from any action taken by the User in reliance on material, including SCIT, posted by us or others on the NeuroTest website or available on other websites linked to the NeuroTest website or provided in any form by NeuroTest Pty Ltd.

5. Individuals under the age of 18 years are only permitted to use SCIT with the express consent and permission of a parent or guardian

Individuals under the age of 18 years are not permitted to register for or use SCIT and do not have our permission to use SCIT without parental consent. As part of the registration process, all potential Registrants are required to expressly guarantee that they are 18 years of age or older. NeuroTest Pty Ltd, its officers, directors and affiliates disclaim any liability with respect to Registrants who falsely declare that they are 18 years of age or older.

A parent or guardian who wishes their child of less than 18 years of age to use SCIT must register and purchase a test for their child's use. By doing so they expressly provide consent for their child to undertake SCIT and warrant that if the child is old enough to understand that their personal information will be collected, the child has given his or her parent consent to agree on his or her behalf.

Clients or Institutional Users who purchase tests for use with minor children must obtain parental consent and provide the parents with a copy of these Terms and Conditions of Use. Clients or Institutional Users agree to obtain the appropriate written consent from the parent or guardian of any and all children who are less than 18 years of age before allowing the child to use SCIT. Clients or Institutional Users other than schools who distribute SCIT to minor children under the age of 18 years old must not rely on general consent to treatment forms or other general medical consent forms and must obtain the written consent of the Parent or guardian for their minor child to use SCIT. Failure to obtain the required written informed parental consent shall constitute a violation of these Terms and Conditions of Use.

In the event that NeuroTest Pty Ltd becomes aware that the required informed consent from a parent or guardian has not been obtained, NeuroTest Pty Ltd may delete a minor child's information from the NeuroTest and SCIT databases and no User whatsoever shall be entitled to a refund of the purchase price of the SCIT or to any other form of compensation.



The Parent or a Client or Institutional User authorized by the Parent, is solely responsible for providing supervision of any minor child's use of the NeuroTest Website and SCIT. This includes the supervision of a minor child while undertaking SCIT and ensuring that the child understands the need to pay attention to the test and respond as accurately as possible and that the test environment is quiet and free from distractions. A Parent, Client or Institutional User authorized by the Parent, who registers a child shall assume full responsibility for ensuring that the registration information is kept secure and that the information submitted is accurate and complete. The minor child's Parent or a Client or Institutional User authorized by the Parent, also assumes full responsibility for securing, from a qualified medical professional, the appropriate interpretation and use of any information provided through the NeuroTest website and SCIT.

6. Information privacy

Registering for SCIT, purchasing of SCIT licenses, and being tested by SCIT will require Users to transmit personal information to NeuroTest Pty Ltd. The transmission of such personal information by any User and NeuroTest Pty Ltd's use and retention of such personal information is governed by the terms of NeuroTest Pty Ltd's Privacy Policy. In the event of an inconsistency between this Agreement and the Privacy Policy, these Terms and Conditions of Use shall prevail.

NeuroTest Pty Ltd is committed to protecting information in accordance with requirements of the Australian Privacy Act. To the extent that the NeuroTest website is accessed by users in other jurisdictions, NeuroTest Pty Ltd cannot guarantee that it complies with relevant privacy legislation in other jurisdictions and Users must make their own enquiries. In agreeing to these Terms and Conditions of Use, Users are also agreeing in full with the terms and procedures laid out in our Privacy Policy.

As you have full control over your data, you may have special obligations to protect the data outside the scope of the protection we provide (for example, if data were downloaded to your local drive or printed). Users are responsible for complying with their obligations under the Privacy Policy and for safeguarding personally identifiable information. Such Users hereby agree to indemnify and hold harmless NeuroTest Pty Ltd and its officers, directors and affiliates, from any claim from any User, Parent or governmental or law enforcement agency which arises from a failure of the Parent, Client or Institutional User to adequately safeguard the integrity of any User's data or to adhere to the terms of the Privacy Policy, or these Terms and Conditions of Use.

7. Use of the NeuroTest Website and SCIT

Each Individual, Parent, Client or Institutional User may register to use SCIT and may purchase multiple SCIT licenses for their own use as an Individual User or for use by other Individual Users, including minor children under the age of 18 years. Users are granted a limited non-transferrable license to use and distribute SCIT, for the purposes of establishing a baseline cognitive assessment or for measuring cognitive function, subject to these Terms and Conditions of Use.

By registering to purchase a SCIT license, each User agrees to abide by the Terms and Conditions of Use and, to the extent permitted by law, to defend, indemnify, and hold harmless NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable solicitor's (on an indemnity basis) and accounting fees, resulting from, or alleged to result from, any violation of these Terms and Conditions of Use by them or by a person using their password, regardless of whether such violation is intentional, negligent or inadvertent.

Your license(s) to use SCIT will begin when you have completed our registration process and have purchased a license(s). Each license is valid for one use of SCIT and is invalidated once the summary



data have been sent to the contact email address provided during Registration. If you choose not to use your license(s) you will not be entitled to a refund of any charges you have paid, and the validity of the license(s) will expire 12 months after the date of purchase.

8. Ownership of intellectual property

The intellectual property invested in the NeuroTest website, SCIT and the other materials provided on the NeuroTest website, and all materials produced and distributed by NeuroTest Pty Ltd are protected under applicable laws. All rights, titles and interest in and to the NeuroTest website and SCIT shall remain solely with NeuroTest Pty Ltd or its affiliates or licensors. NeuroTest Pty Ltd grants to the User a non-transferrable, non-exclusive license to access and use its web site solely for his or her personal use, or in the case of an Institutional User, the Institution's use. You are not permitted to lease or sell SCIT licences.

NeuroTest Pty Ltd exclusively owns the intellectual property rights (including, without limitation, copyright, database rights, design rights, patents, trademarks and logos) in and to NeuroTest, SCIT, the NeuroTest website and the material, documents, information and services that we provide to you. Once your license expires or earlier terminates, your rights to use all intellectual property associated with the NeuroTest website, SCIT and the other materials provided on the NeuroTest website or by NeuroTest Pty Ltd shall come to an end.

The programme code for the NeuroTest Website and SCIT as well as all logos and trademarks are the sole property of NeuroTest Pty Ltd. Any reproduction or use of the NeuroTest website or any part of it, SCIT and the materials made available to Users on the NeuroTest website that is not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate patent, copyright, trademark and other laws.

Rights (if any) in relation to data collected by NeuroTest Pty Ltd in the course of registering to use SCIT, taking or being administered SCIT, or completing any other activities contained within the NeuroTest website, are exclusively owned by NeuroTest Pty Ltd. To the extent that the site User retains any rights in any data collected by NeuroTest Pty Ltd, the User hereby grants to NeuroTest Pty Ltd, to the maximum extent permitted by law, an exclusive, worldwide, perpetual, and fully-paid up license to use such data for the purpose of managing the website and the Registration.

NeuroTest Pty Ltd reserves the right to alter, change or modify without prior notice the NeuroTest website, SCIT and any materials published or distributed by NeuroTest Pty Ltd including the Terms and Conditions of Use. If you not accept any change made to these Terms and Conditions of Use, then you are entitled to cancel your Registration and receive a refund of any unexpired license(s) to the value of the amount originally paid by you for that licence(s).

9. Issuance and use of a password

When registering to purchase SCIT licenses Users will register with NeuroTest Pty Ltd a unique password which will enable them to access aspects of the NeuroTest website related to administering and taking SCIT and retrieving their SCIT data. Users are solely responsible for taking all reasonable steps to safeguard their password against access by an unauthorized person. Users shall be solely responsible for ensuring the security of their password(s) and for authorizing the use of such password(s). Users are responsible for notifying NeuroTest Pty Ltd immediately upon learning of a misappropriation of such password(s) and for requesting to deactivate their password.

Users hereby acknowledge that NeuroTest Pty Ltd cannot be held responsible for any failure on the part of such User to properly safeguard its password. Users grant NeuroTest Pty Ltd and all other persons or entities involved in the operation of the NeuroTest website and SCIT the right to transmit,

monitor, retrieve, store and use this password(s) in connection with the operation of the NeuroTest website and SCIT.

10. Acceptable use

You may only use the NeuroTest website and SCIT for lawful purposes. You may not use the NeuroTest website or SCIT:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, or send or upload any material, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- to do anything that interferes with or compromises the proper working of the NeuroTest website or SCIT or places an unreasonable load on our systems or infrastructure.
- to access without authority, interfere with, damage or disrupt any part of the NeuroTest website or SCIT.

11. User content

You are permitted to upload or input your own information and data, as well as responses from your third-party participants (together 'User Content') into SCIT in accordance with these Terms and Conditions of Use.

You are solely responsible for the User Content and for ensuring that you have all rights and permissions necessary to use and upload the User Content and that the User Content complies with all applicable law and is not obscene, defamatory, pornographic, inflammatory, offensive, discriminatory, promoting of any illegal activity, threatening or abusive. We may without liability to you remove any User Content that does not comply with these requirements.

In accordance with our Privacy Policy, we may (but are not obliged to) monitor your User Content and your use of SCIT. We may access your account and share your User Content and information relating to your use of SCIT as necessary or appropriate to satisfy our legal obligations, to protect us and our customers, or to operate SCIT and the services we provide.

12. Links to other sites and advertisements

The NeuroTest website may include links to third party websites. These links do not signify that NeuroTest Pty Ltd endorses the website(s) or associated products. NeuroTest Pty Ltd assumes no responsibility or liability for the content or accuracy of the third-party website(s). Users agree that any use of third party links is at their own risk and is subject to the terms and conditions of use for such sites.

13. Indemnity

All Users expressly agree that SCIT is not intended to be used as a diagnostic tool or for any indication as to whether a person has a medical condition. Any such interpretive use by Users is an express violation of the Terms and Conditions of Use of the NeuroTest website and SCIT.

All Users agree to indemnify NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates on a solicitor client basis against any claim by a third party arising out of a



breach of these Terms and Conditions of Use either by the User or a person using the User's password or identity, regardless of whether such violation is intentional, negligent or inadvertent.

14. Refunds

In accordance with Australian Consumer Law:

- In the event of a problem with the SCIT software or data service, NeuroTest Pty Ltd is only required to credit the user's account with additional licensed tests equivalent to the number affected by the problem, provided that the problem can be traced to a fault in SCIT software or data service supplied by NeuroTest Pty Ltd.
- No refunds will be given if you have simply changed your mind.
- In the event that NeuroTest Pty Ltd becomes aware that the required informed consent from a parent or guardian has not been obtained, NeuroTest Pty Ltd may delete a minor child's information from the NeuroTest and SCIT databases and no User whatsoever shall be entitled to a refund of the purchase price of the SCIT or to any other form of compensation.
- Your license(s) to use SCIT will become valid when you have completed our registration process and have purchased a license(s) and have received an email notification from us acknowledging payment of the license fee. Each license is valid for one use of SCIT and is invalidated once the summary data have been sent to the contact email address provided during Registration. If you choose not to use your license(s) you will not be entitled to a refund of any charges you have paid, and the validity of the license(s) will expire 12 months after the date of purchase.
- If you do not accept any change made to these Terms and Conditions of Use, then you are entitled to cancel your Registration and receive a refund of any unexpired license(s) to the value of the amount originally paid by you for that licence(s).

Any claims for refunds will need to be addressed in writing to contact@neurotest.com with adequate details to support your claim.

15. NeuroTest Pty Ltd reserves the right to take legal action and to seek damages and costs for any violation of these Terms and Conditions of Use

In the event that a User violates these Terms and Conditions of Use, NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates reserve the right to seek damages and costs to the maximum extent permitted by law.

Should any User violate any of these Terms and Conditions of Use, that User's license to use SCIT and any related portion of the NeuroTest website is automatically and immediately revoked and terminated and that User will be required to immediately destroy any copies they have made of any portion of SCIT.

The waiver by either party of any default or breach of these Terms and Conditions of Use will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.

You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Terms and Conditions of Use without our prior written consent. We will not be in breach of the Terms and Conditions of Use or liable to you to the extent that we are prevented or delayed in performing our obligations to you by any event beyond our reasonable control (including acts of God, war, riot, civil commotion, fire, flood or storm).

These Terms and Conditions of Use constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning



the use of the NeuroTest website and SCIT. Headings are for ease of use and reference, and do not affect interpretation. The word 'includes' means includes but not limited to. These Terms and Conditions of Use may be modified or amended from time to time by NeuroTest Pty Ltd without notice.

These Terms and Conditions of Use are governed by Victorian law. The Victorian and Australian federal courts have the exclusive jurisdiction to judge any claim in connection with these Terms and Conditions of Use and the NeuroTest website and SCIT. If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions of Use shall continue to be valid and enforceable to the fullest extent permitted by law.

Changes to our Terms and Conditions of Use

If we decide to change our Terms and Conditions of Use, we will update the modification date below.

This Terms and Conditions of Use was last modified on 26 January 2020.

Contacting Us:

If there are any questions regarding this Terms and Conditions of Use, you may contact us using the information below.

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