



## TERMS OF SERVICE

### General Terms and Conditions:

- **Neurozone Working Hours:** Our working hours are Monday to Friday 08:00 - 16:00 (South African Standard Time). We do not offer after-hour or weekend support.
- **Logging Technical Issues:** If users experience any technical issues on the Neurozone® High Performance App, they should log these issues on our **Services Portal**.
- **Maintenance of Software:** Neurozone will maintain and continue to maintain the software at all relevant times for the duration of this Agreement, and agrees to continue to develop and expand the software application on which the Services are based.
- **Limitation on Usage:** Access to the Service is limited to the Client and the Client's Personnel. The Client has a duty to ensure that no third party accesses the Service by using any username or other access method assigned to the Client.
- **Responsibility:** Each party accepts responsibility for all of the consequences of their own activities and those of their personnel, agents, independent contractors and all others under its control when using or providing the Service.

- **Technical Requirements:** Unless otherwise agreed in writing, the Client is responsible for acquiring, installing and maintaining all hardware and software required to access the Service and make use of the Service.
- **Intellectual Property:** Both Parties undertake to comply with all intellectual property laws, and to do nothing related to or connected with this Agreement or its use of or provision of the Services or Neurozone Software which may infringe the Intellectual Property Rights of the other Party or any third party.
- **Processing of Personal Information:** Neurozone and its Clients are each responsible for complying with their respective obligations under applicable laws governing Personal Information.
- **Privacy, GDPR and POPIA:** Neurozone is committed to protecting your privacy and complying with applicable data protection and privacy laws. Please refer to our [Privacy Policy](#) and [Data Protection Statement](#) available on our Website.
- **Terms of service per product:** Neurozone reserves the right to change and update the Terms of service for its product suite at any time. The following terms apply to each product:

## Terms of service per product:

### The Neurozone® High Performance Course

- The intent of this course is to provide students with insights and to equip the student of the course to become the best version of themselves. It is meant only for the student who was provided with the login details. No other individuals are allowed access via this student's login details, or in any other way. .
- Course materials belonging to Neurozone (video clips, podcasts, tutorials, creative media, 3D models) may not be used in the facilitation of workshops, keynotes, or masterclasses, unless formally permitted by Neurozone.
- Students are under no circumstances allowed to copy, reproduce, plagiarize, or use this content in any way. (Copy, illustrations, diagrams, 3D model). When referring to Neurozone in any documentation, students must also refer the reader to the Neurozone website: [www.neurozone.com](http://www.neurozone.com).
- **\*Please note:** *Completing this course does not qualify any student as a Neurozone® Advanced Certified Coach.*
- Failure to comply with any of these terms may lead to legal action.

### Disclaimer:

- Any commentary, advice, information, suggestions, opinions, answers or any other information that will be reported on is not intended to nor shall it be interpreted to amount to advice on which a User should rely. Such items are posted merely to guide the User on the subject of discussion. The User makes use of any such information at the User's own risk and in the User's own discretion.
- The User indemnifies Neurozone from and against any and all liability and responsibility arising from the User relying on such information. All forms of

information and recommendations presented by Neurozone® are not intended or implied to be a substitute for professional medical advice, diagnosis or treatment.

- All content, including text, graphics, images, videos, podcast, information, or other forms of communication or media contained on or available through Neurozone is for general information purposes only. It is not intended to treat or cure any illness or health condition. Neurozone makes no representation and assumes no responsibility for the accuracy of information available and such information is subject to change without notice.
- Participants are encouraged to confirm any information obtained from or through Neurozone with other sources and review all information regarding any medical condition or treatment with your physician. Never disregard professional medical advice or delay seeking medical treatment because of something you have read or accessed through Neurozone . Neurozone will not be liable for any delay, failure, violation or non-compliance with its obligations under these Terms if such delay, failure, violation or non-compliance is beyond the reasonable control of Neurozone .
- By accessing and engaging with this course, students automatically agree to the terms and conditions.

### **In addition:**

- Course access is valid for 12 weeks from the login activation.
- Where clients have purchased the course for their employees, the onus is on the client to ensure that the students complete the course in the relevant time allocation.
- Once a user's login has been activated, it is non-refundable, even if it is unused.
- Students may not share login details with anyone.
- Students must ensure that they download certificates before the suspension date (12 week end date). This is the student's responsibility, and no certificates will be generated on the student's behalf if the student has failed to do so.
- Please allow for a 72 hour window to load students onto the course. This 72 hour window will commence once the login details are requested by filling in the order form.

## **Neurozone® High Performance App**

1. App licenses are user-specific and cannot be transferred once allocated
2. Unused licenses are non-refundable.
3. Please allow for a 72 hour window to load subscribers onto the app (this may be affected by payment terms).
4. Payment is on receipt of invoice, unless otherwise arranged.
5. The buyer is responsible for ensuring all subscribers loaded onto the App are aware of the [Technical Requirements](#) relating to devices in order to be able to download and use the Neurozone App.
6. The buyer is responsible for distributing a PDF document with downloading instructions and links to all the App subscribers.

7. The buyer is responsible for ensuring that the email address/es provided is correct and that subscribers know to use those email addresses to activate their App.
8. The buyer is responsible to advise the subscribers that they may be receiving email/(s) from Neurozone Pty Ltd.

## **Neurozone® Group Heatmap**

1. The client is responsible for ensuring all participants that form part of the data collection process complete the necessary assessments in the timeframe as per the agreement.
2. Neurozone reserves the right to proceed with report finalization without individuals who have not completed the assessments within the agreed upon timeframe.
3. Neurozone reserves the right to impose a penalty should the client extend the initial agreed upon reporting delivery period.