

NEURAL CONSULT - TERMS AND CONDITIONS OF USE

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 - a) **Healthcare professionals:** The Website is in no way intended to serve as a diagnostic service or platform, to provide certainty with respect to a diagnosis, to recommend a particular product or therapy or to otherwise substitute for the clinical judgment of a qualified healthcare professional. You agree that you will not use the Website with the intention of creating any kind of physician/patient relationship, e.g., to diagnose or treat. You are solely responsible for evaluating the information obtained from the Website and for your use or misuse of such information in connection with your treatment decisions or otherwise. You agree that you shall be solely responsible for your compliance with all laws and standards of professional practice applicable to you and the practice of medicine or other relevant health profession.
 - b) **Medical Students:** The Websites provided by Dendritic Health should be used only as a tool to assist you in preparing for licensing exams and for no other purpose. The Websites are not intended to replace the traditional classroom education experience and are solely intended as a resource to add to your education. Dendritic Health makes no representations or warranties of any kind whatsoever regarding the outcome of any exams that you are preparing to take or may take after using the Websites provided by Dendritic Health. Dendritic Health is in no way affiliated with the NBME, the FSMB, the USMLE, or any other governing licensing body.
 - c) **Other Consumers:** If you are a consumer who chooses to access the information made available through the Website, you should not rely on that information as professional medical advice or use the Website as a replacement for any relationship with your physician or other qualified healthcare professional. For medical concerns, including decisions about medications and other treatments, consumers should always consult their physician or, in serious cases, seek immediate assistance from emergency medical personnel. The Website and the Websites do not constitute the practice of any medical, nursing or other professional healthcare advice, diagnosis or treatment.

- 2) **Registration and Access:** You must be at least 13 years old to use the Services. If you are under 18 you must have your parent or legal guardian's permission to use the Services. If you use the Services on behalf of another person or entity, you must have the authority to accept the Terms on their behalf.

3) License and Subscriptions

- a) **License:** In consideration of and subject to your payment of the appropriate subscription fee for the site features you subscribe to, and your agreement to and compliance with the terms, policies and conditions set forth in these Terms, Dendritic Health grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use and access the content and features posted at the Website according to the terms, policies and conditions set forth in these Terms.
- b) **Term:** The Term of these Terms and the license granted in these Terms shall be concurrent with the term of your subscription to the Website ("Term") and may be terminated earlier than the expiration of your subscription as provided below
- c) **Access:** You may access the Website during the Term from multiple places, locations, and computers, but you are not allowed to access the Website from more than one place, location, or computer at the same time. You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
- d) **Subscription Tiers:** the Company offers two tiers of pricing for a license to use the Website.
- i) **Free tier:** Eligible users can create an account for free that allows the following access to the Website: unlimited searches, but 1 use per day of all other Website features and tools. This pricing and Term is subject to change without notice. Void where prohibited, taxed, or restricted by law.
- ii) **Paid tier:** Eligible users can purchase a paid subscription for access to all of the site's published tools and features for \$19.99/month or \$180/year. At the end of the Subscription Term as outlined in section 3(g), you will be billed automatically unless your subscription is cancelled. Cancellation is available any time outlined in section 3(h). Access may be limited if judged as abusive (including but not limited to, using the site beyond any reasonable amount of studying would require) or violates these Terms in any way as judged by the sole discretion of the Company. This pricing is subject to change in accordance with section 3(e). Void where prohibited, taxed, or restricted by law.
- e) **Fee Increase:** The Company reserves the right to increase fees for any services, upon thirty (30) days' prior written notice, effective on the start date of your subsequent subscription term.
- f) **Member Account/Password and Security:** You must complete the Website's registration process in order to subscribe to and use the Website by providing us with current, complete, and accurate information as prompted by the registration form. You also will choose a password and a Username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible

for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Furthermore, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password.

- g) **Initiation of contract/Subscription Term:** With any use of the site, you are bound by these Terms. However, regarding any paid subscriptions, you have the option to submit a binding offer for the initiation of a contract by clicking the button “Purchase” after completing the online order process. After submission of the offer, the Company will send an order confirmation to you by E-Mail. The order confirmation constitutes the acceptance of your offer by the Company. The license granted to you under these Terms includes the right to use and access the Website in accordance with the access Tier as outlined in section 3(d) you have subscribed to for the subscription period you initially choose. At the end of this period, your right to use and access the Website and your subscription will renew automatically, unless you cancel your subscription under the terms, policies and conditions then current. These Terms and your license to use the Website and its features are also subject to termination by the Company, at its sole and absolute discretion, if you fail to comply with any term, policy, or condition in these Terms.
- h) **Cancellation/refund policy:** You may cancel a paid subscription at any point. This may be completed on the Website or by contacting the Company at contactus@neuralconsult.com. You will be given access to the Website’s paid services and features purchased in accordance with your Tier for the remainder of the Term in which you paid. No refunds will be granted for cancellations. You will be automatically switched to the free tier, unless you opt to delete your account entirely in which your data will be handled in accordance with the Privacy Policy.

4) Usage

- a) **Use of Services.** You may access, and we grant you a non-exclusive right to use, the Website in accordance with these Terms and License in section 3. You will comply with these Terms and all applicable laws when using the Website. We and our affiliates own all rights, title, and interest in and to the Website and its features.
- b) **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.
- c) **Restrictions.** You may not (i) use the Website in a way that infringes, misappropriates or violates any person’s rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Website (except to the extent such restrictions are contrary to applicable law); (iii) use output from the Website to develop any service or product that competes with Dendritic Health; (iv) use any automated or programmatic method to extract data or output from the Website, including scraping, web harvesting, or web data extraction; (v) represent that output from the Website was

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- 5) **Content:** Neural Consult utilizes OpenAI, L.L.C's ("OpenAI") API. OpenAI's terms and conditions can be found at <https://openai.com/policies/terms-of-use> and apply to usage of the Website. If or when OpenAI's and our policies conflict, Terms written in this document apply.
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- 8) **Privacy:** We take your privacy seriously and will use your personal information in accordance with our Privacy Policy. You agree that we may collect, use, and disclose your personal information as described in our Privacy Policy which can be found at https://www.neuralconsult.com/files/privacy_policy.pdf.
- 9) **Indemnification; Disclaimer of Warranties; Limitations on Liability**
 - a) **Indemnity.** You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees)

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b) **Disclaimer.** THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

c) **Limitations of Liability.** NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10) **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes arising from your use of the website shall be resolved in accordance with these laws.

11) **Changes to Terms and Conditions:** We may update these terms and conditions from time to time without notice. Your continued use of the website after any such changes constitutes your acceptance of the revised terms and conditions.

12) **Violations:** In the event that you breach any of the terms, policies, and conditions of these Terms, Dendritic Health may, in its sole and absolute discretion, terminate these Terms, your access to the Website and its provision of Resources to you without refund. Dendritic Health reserves the right to seek all remedies available by law and in equity for such breaches.

13) **Contact:** If you have any questions about these terms and conditions, please contact us at contactus@neuralconsult.com.