

BrainWave: Snore & Sleep Track | Terms of Use

Effective as of 9 July 2025

These Terms of Use (“Terms”), together with the [Privacy Policy](#) and any and all agreements referred to in the Terms (collectively, the "User Agreement"), governs your access to or use of our mobile application "BrainWave: Snore & Sleep Track" and/or BrainWave's website at <https://brainwave.geniustech.ai> (collectively, the “Services”) owned and operated by **GENIUS AI LABS PTE. LTD.** ("we" or "us"). In these Terms, “you” or "your" means any entity, organization, or company (or their authorised persons) accessing or using the Services (“Organization”) as well as any individual end user accessing and using the Services, as applicable and hereby agreeing to the User Agreement.

PLEASE READ THESE TERMS CAREFULLY. By downloading, installing, registering an account, accessing or using BrainWave, you agree to and are legally bound by the User Agreement. If you do not agree to the User Agreement, please do not download, install, register an account, access or use (or continue to access or use) BrainWave. You must promptly delete the app from any mobile device in your possession or under your control.

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these Terms periodically for changes. Where required, we endeavour to notify you of material changes to these Terms when you next access BrainWave. Your continued use of our Services following the posting of changes to the Terms or any notification to you shall mean you accept those changes.

These Terms shall set forth the terms and conditions pursuant to which you can use BrainWave. The use of BrainWave is also subject to the terms and conditions of the app stores where you downloaded BrainWave and your mobile network operator as well as applicable laws of your country or jurisdiction of residence.

Please note that the User Agreement is concluded between you and us only. However, the app store and its subsidiaries are third party beneficiaries which may have the right to enforce the

terms of the User Agreement against you.

If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).

1. Our Services

1.1 BrainWave is an AI-powered tool that integrates real-time sleep monitoring with neuroscience insights to deliver adaptive audio in the 0.25-4Hz range - frequencies studied for their potential to support deep sleep.

1.2 The version of the BrainWave app may be upgraded from time to time to add support for new functions and services. You agree to always use the latest version as soon as practicable. We reserve the right to change the content and features of BrainWave from time to time, at our discretion, with or without notice. We may suspend access to BrainWave, or discontinue some or all Services, including some features of BrainWave and the technical support for certain devices and platforms, at any time; and we shall not be liable to you for any losses you may suffer.

1.3 In order to allow you to access and use our Services, we need to perform scheduled or unscheduled repairs and maintenance. We endeavour to give you notice as soon as practicable. If such situations cause an interruption of your access to or usage of BrainWave for a reasonable duration, we shall not bear any liability to you and/or to any third parties. Additionally, please note that the app store is not obligated to provide any maintenance, technical or other support for BrainWave .

2. Paid Subscription

2.1 You may access and use BrainWave's features only by paying for a subscription plan of your choice (the "Paid Subscription") via In-App Purchases. You can find more information about the different subscription plans, its subscription fee, subscription period and features as well as the duration of any free trial period on the signup screen before making your purchases. Solely at our discretion, we may offer a trial period for some of the subscription plans every now and then. **Subscription with a free trial period will automatically renew to a paid weekly subscription.** If you do not want to continue with the Paid Subscription, **please cancel your subscription 24 hours before the end of the free trial period. Paid subscriptions will automatically renew until you cancel it.** Please note that removing the BrainWave app from your device does not deactivate or cancel your subscription.

2.2 In-App Purchases can only be consumed within the BrainWave app. If you make an In-App Purchase, that In-App Purchase cannot be canceled after it has been completed. In-App Purchases cannot be redeemed for cash or other consideration or otherwise transferred. All purchases and billing matters are handled by the app store. Unless with good reason and supported by evidence, payments made are non-refundable. You are expected to read the app store's terms and conditions governing all In-App Purchases of your country or jurisdiction of residence. If you fail to pay the relevant charges, we shall not be bound and will not provide such Paid Subscription to you.

2.3 We reserve the right to modify, terminate or otherwise amend our offered subscription plans at any time. You will be notified if the price of a subscription plan increases and your consent will be required to continue. Except as otherwise expressly provided for in the User Agreement, any price change or changes to your subscription plan will take effect in the next subscription cycle after notifying you. Information on how to manage your In-App purchases can be found on the app store's website.

(a) There are no refunds or credits for partially used subscription plan periods. Following any cancellation, you will continue to have access to the BrainWave app through the end of your current billing period.

(b) If you decide not to renew your subscription, for 29 days after the subscription ends, you will have the option to choose to erase all your data.

(c) On the 30th day after your subscription expires, we will erase all your data and files.

2.4 Every now and then, we may provide users free and limited access to premium features if they complete specific tasks. You are welcome to participate.

3. Account, Eligibility and Notice to Parents

3.1 If our Services allow you or require you to provide registration information and create an account using your email account, these Terms also govern your account. Our app may also support third party sign-ups / log-ins such as via Google, Facebook or Apple. Your consent must be given to enable such sign-ups/log-ins. You shall provide only true, current and accurate information when you create your account or provide us with the required information. You agree to update your registration information to keep it accurate and current. We may ask you to confirm your registration information (such as your email address or mobile number) to continue using the Services. In order for you to use (continue to) the Services and/or for us to accommodate certain requests by you, we may require you to confirm your registration information (such as your email address or mobile number) or verify your identity by sending a verification code to a phone number or email address and/or by requesting reasonable

documentation. When you choose a username or otherwise create a nickname (where applicable), you agree not to use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

3.2 You will not share your account or your registration information, and you will not let anyone else access your account. You are the sole and exclusive guardian of any password that you may use to access the Service. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your registration information, you must immediately notify us and modify your registration information. You are solely responsible for maintaining the confidentiality of your registration information, and you will be responsible for all uses of your registration information, including all transactions, conduct and activities undertaken by means of your account, whether or not authorized by you. You shall notify us immediately and confirm in writing any unauthorized use of your account.

3.3 By downloading, installing and/or registering an account with BrainWave, you represent and warrant to us that:

- (a) you are of minimum age to use BrainWave (at least 18 years old or such greater age as required by the local regulatory requirements or app store) ("Minimum Age");
- (b) if you are of Minimum Age but under such greater age required in your country or jurisdiction of residence for you to be authorised to use BrainWave without parental or guardian approval ("Age of Legal Majority"), you have obtained permission from your parent or guardian to use BrainWave. If you are not of age to have authority or capacity to agree to our User Agreement, your parent or guardian must consent to the User Agreement on your behalf. Please ask your parent or guardian to read these Terms with and to you;
- (c) you have not previously been suspended or removed from BrainWave or the app store;
- (d) you are not located in a region that is subject to any government embargo, or that has been designated by any government as a “terrorist supporting” region;
- (e) you are not listed on any government's list of prohibited or restricted parties;
- (f) your downloading, installation, registration, access to and/or use of BrainWave is in compliance with any and all applicable laws and regulations; and
- (g) if you are an Organization, the individual accepting the User Agreement on your behalf represents and warrants that they have authority to bind you to the User Agreement and you agree to be bound by the User Agreement.

3.4 We recognise the owner of the mobile device's phone number on your BrainWave account as the sole owner of that BrainWave account. You are fully responsible for all transactions undertaken by means of your account. You shall notify us immediately and confirm in writing any unauthorized use of your account. You are the sole and exclusive guardian of any password that you may use to access the Service. If you provide any information in connection with your account or subscription, you agree to maintain accurate, complete and current information. You agree that in order to accommodate certain requests by you, we may require you to verify your ownership of an account by sending a verification code to the phone number on the account and/or by requesting reasonable documentation to show your ownership of the number and account.

3.5 BY GRANTING YOUR CHILD THE APPROVAL TO DOWNLOAD, INSTALL, USE, ACCESS, REGISTER A BRAINWAVE ACCOUNT OR MAKE AN IN-APP PURCHASE, YOU HEREBY AGREE TO THE USER AGREEMENT ON BEHALF OF YOUR CHILD. YOU ARE RESPONSIBLE FOR EXERCISING SUPERVISION OVER YOUR CHILD'S USAGE OF BRAINWAVE. IF YOU DO NOT AGREE TO THE USER AGREEMENT PLEASE DO NOT LET YOUR CHILD USE OR CONTINUE TO USE BRAINWAVE. **IF YOUR CHILD DID NOT SEEK YOUR PRIOR CONSENT TO USE BRAINWAVE, PLEASE STOP YOUR CHILD FROM USING BRAINWAVE AND CONTACT US AT BrainWave.Support@GeniusTech.AI IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER 18 (OR SUCH GREATER AGE REQUIRED IN YOUR COUNTRY OR JURISDICTION OF RESIDENCE FOR THE CHILD TO USE BRAINWAVE WITHOUT PARENTAL OR GUARDIAN APPROVAL), PLEASE STOP YOUR CHILD FROM USING BRAINWAVE AND CONTACT US AT BrainWave.Support@GeniusTech.AI**

3.6 **CALIFORNIA MINORS HAVE PARTICULAR RIGHTS TO HAVE CERTAIN CONTENT ABOUT THEM THAT THEY HAVE THEMSELVES POSTED ON THE SERVICES, AS OUTLINED IN SECTION 11 BELOW.**

4. License

4.1 Subject to your complete and ongoing compliance with the User Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- (a) install and use one object code copy of any mobile application associated with the BrainWave application obtained from a legitimate marketplace on a mobile device that you own or control; and
- (b) access and use the BrainWave application and Services.

4.2 When exercising your rights under the license, you agree to use the Services for personal and non-commercial use and, above all, fairly and lawfully. If you are prohibited under any applicable law from using the Service, you may not use it.

4.3 No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you. Your license does not allow you to:

- (a) reproduce, distribute, publicly display, or publicly perform the Services;
- (b) make a copy, rent, lease, loan, resell, sublicense, distribute or otherwise transfer the license granted to you in the Services or any Materials or any right or ability to view, access, or use any Materials;
- (c) access or use the Services in violation of any usage restrictions or other limitations associated with the Services or subscriptions you (or your Organization) have selected to access and purchase, if applicable.

4.4 BrainWave is not intended for distribution to or use in any territory where such distribution or use would violate local law or would subject us to any regulations in that territory. We reserve the right to limit our Services in any territory.

4.5 We have the right, in our sole and absolute discretion, to issue warning, remove content, suspend, disable, terminate, permanently ban or restrict your access to or use of BrainWave, or even report you to law enforcement at any time and is not obligated to bear any liability to you or any third party, if you:

- (a) are under the legal age in your country permitted to download, install, access, register an account or use BrainWave;
- (b) violated the Prohibited Conduct described in Section 4 and Section 7; or
- (c) failed to pay for the Paid Subscription (see Section 2 above).

4.6 If your BrainWave account is suspended, disabled, banned or terminated, you may not create a new account or ask any other person to create a new account for you. If you think that your BrainWave account was wrongfully suspended, disabled, banned or terminated, you may email us using the contact information at the end of this page. We will promptly investigate the situation and respond to you.

5. Ownership and Third Party Claims

5.1 The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (“Materials”) belong to us and/or our third party licensors, and are protected under intellectual property laws and other relevant laws. Except as expressly authorized by us under the User Agreement, you may not make use of, copy, reproduce, distribute, disseminate, sell, publish, circulate, modify or incorporate the Materials in any way, whether in whole or in part. Other product and company names mentioned in the User Agreement may also be the trademarks of their respective owners.

5.2 We will not hesitate to take legal action against any unauthorized use of our trademarks, names or intellectual property to protect and restore our rights. We reserve all rights to the Materials not granted expressly in these Terms.

5.3 In the unlikely event that there is any claim made against you on the ground that the Materials infringe any third party’ s intellectual property rights, please provide us with all relevant information immediately. Our contact information is at the end of this page. We, and not the app stores, will carry out the necessary investigation, defense, settlement and discharge of any such intellectual property infringement claim.

5.4 The Services may contain information about, and links to, third-party products, services, websites, resources, activities, or events, and we may allow third-parties to make their content and information available on or through the Services. We may provide such third-party content only as a convenience and do not control or endorse, and make no representations or warranties regarding, any third-party content. To the extent permitted by applicable laws, you acknowledge sole responsibility for, and assume all risk arising from, your access to and use of such third-party content.

6. Content Submissions

6.1 All information, data, text, music, sound, photographs, images, graphics, video, messages, audio recordings, comments or any other materials whatsoever, whether recorded, uploaded, posted, transmitted or used by you in conjunction with BrainWave, shall be collectively referred to as the “Submitted Content.” You shall be solely liable for any Submitted Content you submit or transmit using the Services. We will not be able to review, monitor or edit the Submitted Content for accuracy, timeliness, integrity or completeness. We will also not process your Submitted Content for purposes of monitoring for and preventing abusive or harmful use of our Services or for analytics purposes, Although we do not generally monitor user activity, if we become aware of any possible violations by you of any provision of the Terms, we reserve the right to investigate such violations, and we may, at its sole discretion, immediately terminate

your license to use our Services, or change, alter or remove your Submitted Content, in whole or in part, without prior notice to you.

6.2 Each time you submit Submitted Content, you hereby represent, warrant, and covenant that you are the age of majority in the jurisdiction in which you reside, are the parent or legal guardian of any minor who is depicted in or contributed to any Submitted Content or you have the proper consent from the minor's parent or legal guardian, and that as to any Submitted Content you provide (including but not limited to, text, images, music, or video), (a) you are the sole author and owner of the Submitted Content or you have the full lawful right to grant the rights and license specified in this section; (b) the Submitted Content is accurate and lawful; (c) the Submitted Content does not and, as to BrainWave's permitted uses and exploitation set forth in the User Agreement, will not infringe on any intellectual property or other right of any third-party; and (d) the Submitted Content will not violate the User Agreement or any applicable Additional Terms, or cause injury or harm, or threaten to cause injury or harm, to any person.

6.3 We have no obligation to monitor or enforce your intellectual property rights to your Submitted Content, but you grant us the right to protect and enforce our rights to your Submitted Content, including initiating actions in your name and on your behalf (at our costs and expense, to which you hereby consent and irrevocably appoint us as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

6.4 Please back up all your Submitted Content - we are not responsible for backing up or archiving any of these contents.

6.5 Between us, you retain ownership of your Submitted Content to the extent permissible by law. Notwithstanding your ownership of your Submitted Content, you hereby grant us a royalty-free, world-wide, non-exclusive, transferable, sublicensable license to use, reproduce, modify, edit, publish, prepare derivative works of, distribute, display, copy, and perform the Submitted Content (in whole or in part), and/or incorporate such content into existing or future forms of work, media or technology. The rights you grant in this license are for the limited purpose of operating and providing our Services to you, protecting our Services, customising our Services for you, and developing new features or products. **WE DO NOT SELL YOUR SUBMITTED CONTENT.** Relatedly, you grant to us the right to authorise third parties to exercise such rights on our behalf.

6.6 If anyone brings a claim (Third-Party Claim) against us in relation to your actions and activities carried out on our Services, you will, to the maximum extent permitted by applicable

law of your country or jurisdiction of residence where you use our Services, indemnify and hold us (and our direct and indirect parents, subsidiaries or related entities in the same corporate group, collectively, our “Affiliates”) and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of or in any way in connection with any of the following: (a) your access to or use of our Services, including activities carried out thereon or Submitted Content provided in connection therewith; (b) your breach of the User Agreement or applicable law; (c) our and/or our Affiliates' use of the information that you submit to us, including your Submitted Content, subject to our Privacy Policy; (d) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; or (e) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any Third-Party Claim (all of the foregoing, “Claims and Losses”). You will cooperate as fully required by us, in the defense of any Claim and Losses. Notwithstanding the foregoing, we and/or our Affiliates retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We and our Affiliates reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, our or our Affiliate's prior written consent. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

7. Prohibited Conduct

7.1. You agree to use the Services for personal and non-commercial use and, above all, fairly and lawfully. You may not distribute via BrainWave or upload any content that may be considered:

- a. pornographic, obscene or indecent, or any adult content;
- b. exploitative, endangering or abusive of young children;
- c. violent or promoting violence;
- d. to be depicting, encouraging or assisting suicide or self-harm;
- e. rumor, false or misleading information;
- f. hateful, insensitive, inappropriate, demeaning or offensive speech, including any content that promotes prejudice, discrimination, racism, terrorism, ageism, sexism or violation of legal rights against specific individuals or groups;
- g. profane, blasphemous or any content that may offend people of certain faith, or otherwise related to religion;

- h. related to gambling, counterfeits, fraudulent products or services prohibited by law, abortion, weapon, or other highly explosive subject matter;
- i. abusive, bullying, intimidating, libelous, embarrassing or otherwise harassing other people or groups of people;
- j. spam, junk mail or other unsolicited advertisement;
- k. advertising or referrals for products, apps, services or companies unrelated to BrainWave;
- l. disrupting to national or social order, or violates any public order, moral or social norms;
- m. promoting criminal acts;
- n. promoting illegal or inappropriate use of alcohol or tobacco;
- o. fraudulent, deceptive or misleading, including impersonation or claiming false affiliation;
- p. to infringe on or misappropriate third party's intellectual property or other proprietary rights. Do not use any Submitted Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your Submitted Content or has any rights to your Submitted Content, or if anyone appears or is referred to in the Submitted Content, then you must also have their permission to submit such Submitted Content to BrainWave;
- q. confidential, sensitive personal information or personally identifying information (e.g. first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) of yourself or others without permission;
- r. harmful to the reputation and credibility of BrainWave;
- s. other contents that in our judgement are negative contents or otherwise not suitable for distribution.

7.2 By using our Services, you agree not to:

- a. use the Services for any unlawful, unauthorised or illegal purpose or in violation of any local, state, national, or international law;
- b. use BrainWave in connection with any direct or indirect commercial purposes, including in connection with any paid transcription workflow or as a value-added component of a commercial product or service;
- c. Use BrainWave in connection with any direct or indirect political advertising or purposes;
- d. access, search or create any BrainWave account without permission by any means other than our user supported interfaces;

- e. create an account using a false identity or information (such as age or date of birth), or on behalf of someone other than yourself;
- f. impersonate any other person, user or company;
- g. remove, disable, damage, interfere with or circumvent any feature of the Services, including any security or access control mechanism or features that prevent or limit use or copying of any content;
- h. use web scraping, web harvesting or web data extraction methods to extract data or Material or personal information or any other information from BrainWave;
- i. provide archived or cached data sets containing Submitted Content (or our Materials or any other information or data or content) to another person or entity;
- j. use any Submitted Content (or our Materials or any any of our information or data or content) collected from BrainWave for the development or use of any software program, application, model or website, including, but not limited to, an artificial intelligence system, natural language model, large language model or machine learning;
- k. make modifications to, disassemble, decompile or reverse engineer or otherwise attempt to discover the source code of any portion of the Services, except to the extent that such restriction is expressly prohibited by law;
- l. interfere with the operation of the Services or any user' s enjoyment of the Services, including by:
 - i. uploading or otherwise disseminating any virus, adware, spyware, trojan horse, worm, malicious code, links to phishing website or other harmful programmes or technologies or malicious content or code that could impact the operation of the Services or any computer or other device;
 - ii. interfering with or disrupting any network, equipment, or server connected to or used to provide the Services;
 - iii. use or take part (directly or indirectly) in the use of cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Services; or
 - iv. disrupt, interfere with or otherwise adversely affect the normal flow of BrainWave or otherwise act in a manner that may negatively affect other users' experience when using the Services;
- m. use the app for any kind of surveillance, spying or secret collection of conversations;
- n. sell or otherwise transfer the access granted under the User Agreement or any Materials or any right or ability to view, access, or use any Materials;
- o. harm us or our users in any way; or

- p. attempt to do any of the prohibited acts described in Section 4 and Section 7 or assist or permit any person in engaging in any of the prohibited acts described in Section 4 and Section 7.

8. Copyright Policy and Other Intellectual Property Rights

8.1 We respect the copyright and other intellectual property of others, and we ask our users to do the same. We will not tolerate any acts of yours that directly or indirectly infringe on copyright or any other intellectual property rights belonging to us or others when you use BrainWave.

8.2 Before you submit any infringement Notice, you need to consider the following:

- a. infringement exceptions: Consider whether fair use, fair dealing, or a similar infringement exception applies. You need to confirm you' ve made this consideration. The content identified in your infringement Notice will not be removed if an exception applies. If you are unclear about legal exceptions, we highly recommend that you speak to an attorney before submitting a removal request.
- b. Personal information: Your personal contact information may be disclosed to the User who posted allegedly infringing content ("Reported User"). Make sure you understand how your contact information is used once you submit a removal request.

8.3 If you believe the Services (including its elements or Materials) or any Submitted Content has infringed your copyright or other intellectual property rights, please send an infringement Notice to our contact details at Section 16 below. The infringement Notice shall include the following information:

- (a) a detailed description of the copyright or intellectual property that you claim has been infringed;
- (b) the copyright or intellectual property registration certificate (where available);
- (c) a clear description of where the material that you claim is infringing is located on the Service and all information reasonably sufficient to permit us to locate the material (e.g. URL);
- (d) your contact information (address, telephone number and email address);
- (e) a signed declaration by you that you in good faith have reasonable grounds to believe that the disputed use is not authorized by the copyright or intellectual property owner, its agent or licensees, or allowed under the applicable laws;

(f) a signed declaration by you, under penalty of perjury, that all information contained in your notice is accurate to the best of your knowledge and that you are the copyright or intellectual property owner; and

(g) if you are not the owner, a signed letter of authorisation from the copyright or intellectual property owner authorising you to act on their behalf and contact information of the owner (address, telephone number and email address).

8.4 Do not make false claims. Misuse of the removal request, such as submitting false information, may result in the suspension of your account or other legal consequences. ALSO PLEASE NOTE THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES, UNDER OTHER APPLICABLE LAWS.

8.5 Upon receipt of a valid infringement Notice, we will act appropriately to remove any Materials or Submitted Content that infringes the copyright or other intellectual property rights of others. Where applicable, we may forward some of the information in your infringement Notice to the User who posted allegedly infringing content ("Reported User"). After removing allegedly infringing content, we will notify the Reported User of our actions taken and we may, at our discretion, terminate the accounts of Reported User who are repeat copyright or intellectual property infringers or ban such users from using our Services on the basis of actual or apparent copyright or intellectual property infringement.

8.6 As a Reported User, you may contact the party who submitted the infringement Notice and ask them to retract their request and/or claim of infringement. If you believe you are the wrongful subject of an infringement Notice, you may file a Counter-Notification to us. In the Counter-Notification, you should include the following information:

- a. the specific URLs or location of Submitted Content that we had removed or which we had disabled access;
- b. your name, address, contact number and email address;
- c. a statement that you consent to the jurisdiction of the Singapore courts, and that you will accept service of process from the person (or their agent) who provided the original infringement Notice;
- d. the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."; and

e. your signature.

8.7 Please note that sending us a Counter-Notification has real legal consequences. Please seek legal advice before you do so.

8.8 Upon receipt of a valid Counter-Notification, we will forward it to the Notifying Party who submitted the original infringement Notice. The Notifying Party will then have ten (10) days to notify us that they have filed legal action relating to the allegedly infringing material. If we do not receive any such notification within ten (10) days, we may restore the material to the Services at our sole discretion.

9. Artificial Intelligence

9.1 We use AI technology (including generative AI technology) to help improve the quality, performance and/or safety of BrainWave and/or build the features of our Services. Some of our features are powered by OpenAI technology but we are not affiliated to ChatGPT. If you choose to use any generative AI features (as and when they become available), you should use the output responsibly. You also agree not to use BrainWave and/or upload Submitted Content in a way that is irresponsible or infringes, violates or misappropriates our or third party's rights (intellectual property or proprietary rights, contract rights or otherwise).

9.2 We make no warranties of any kind, express or implied, that any output will be (a) unique to you or your Submitted Content, (b) substantially dissimilar to the output of other users, (c) copyrightable or otherwise subject to legal ownership by you.

10. Privacy

10.1 In order to ensure your continued use of some or all the features of BrainWave, we may need to collect, use, transfer or store your personal information such as billing details, addresses, and health data with our "Authorised Personnel" such as entities within our group of companies and authorised third party contractors or sub contractors which are necessarily involved in our provision and performance of the Services to you. We and our Authorised Personnel shall not use, share, or disclose such information beyond the extent necessary to provide you with the Services or improve the Services for your use. We and our Authorised Personnel shall not use such information for marketing purposes without first obtaining your explicit consent.

10.2 The BrainWave's Privacy Policy is available [here](#) or within the BrainWave app and governs the manner in which we (and our Authorised Personnel) collect, use, maintain and disclose

information collected from you. Please read the notice carefully before using our Services. By using our Services, you acknowledge our Privacy Policy and declare that you understand the options we provide to you in matters concerning your personal information.

11. Notice to California Residents

11.1 If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the [California Department of Consumer Affairs](#) in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

11.2 California residents can obtain information on our privacy practices and learn more about their California privacy rights, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act (where applicable), in our [US Privacy Notice](#).

11.3 Any California residents under the age of eighteen (18) who have registered to use the Services, and who have posted content or information on the Services, can request that such content or information be removed from the Services by contacting us at the email or address set forth in Section 16 making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. Where applicable, we will make reasonable good faith efforts to remove the content or information from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the content or information and archived copies of it may be stored by search engines and others that we do not control.

12. Dispute Resolution

12.1 These Terms shall be governed by and construed in accordance with the laws of Singapore, without regard to choice of law principles.

12.2 If you are a consumer and subject to the applicable consumer laws of your country of residence, you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that your claim arising out of or in connection with the User Agreement, including any question regarding its existence, validity or termination, must be resolved exclusively in the competent court with jurisdiction over our registered address, and that you submit to the personal jurisdiction of such courts. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim

that we have against you arising out of or in connection with the User Agreements in the country in which you reside that has jurisdiction over the claim.

12.3 If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).

12.4 TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR US AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU OR WE WILL NO LONGER HAVE THE RIGHT TO ASSERT THAT CLAIM.

13. Disclaimers

13.1 To use our Services, you must have a compatible mobile device, and stable internet access among other technological features. This also means that the quality and availability of the Services may be affected by factors outside our control. We do not warrant that our Services will be compatible with all hardware and software which you may use.

13.2 We shall not bear any liability for the interruption of or other inadequacies in the Services caused by your mobile network operator or circumstances of force majeure, or that are otherwise beyond our control. Where we can, as far as possible, we shall reasonably attempt to minimize the resulting losses of and impact upon you.

13.3 The Services are provided on an "**AS-IS**" and "**AS-AVAILABLE**" basis. We make no representations or warranties of any kind express or implied as to the operation and provision of such Services or any part thereof. Under no circumstance do we guarantee that the Services will be uninterrupted, secure, safe, timely or free from errors, delays or disruptions. We also do not make any warranty of our Services with regard to the merchantability, technical compatibility, title, non-infringement, fitness for any particular purpose, security and freedom from computer virus or other harmful code.

13.4 We do not guarantee the accuracy and integrity of any external links that may be accessible by using the Services and/or any external links that have been placed for the convenience of you. We shall not be responsible for the content of any third party linked site or any link contained in a third party linked site, and we shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Services by you. Moreover,

we shall not bear any responsibility for the content of any webpage that you may be directed via an external link that is not under our control.

13.5 We do not control, and are not responsible for controlling how or when our users use the Services. We are not responsible for and we do not control the actions or information (including Submitted Content) of our users.

13.6 You are fully responsible for any risks involved in using our Services. Any use or reliance on our Services will be at your own risk.

13.7 The Services are provided for informational purposes only and are not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, or to be a substitute for professional medical care. We are not a licensed medical care provider and do not engage in, and have no expertise in, diagnosing, examining, or treating medical conditions of any kind, or in prescribing treatments or determining the effect of any specific treatment on a medical condition. We are not responsible for the accuracy, reliability, effectiveness, or correct use of any of the Services.

13.8 You should always consult a medical professional if you have any questions regarding a medical condition. You should never disregard professional medical advice or delay in seeking it because of something you have read or received using the Services.

13.9 Not all activities described as part of the Services are suitable for everyone. Do not use the Services while driving, operating heavy machinery, or performing other tasks that require attention and concentration. You are solely responsible for your use of the Services.

13.10 YOU EXPRESSLY AGREE THAT BRAINWAVE IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICES. THE CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN,

OR 911 IF YOU ARE IN THE US OR CANADA, IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT ON THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND BRAINWAVE.

13.11 NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY US OR OUR SUPPLIERS WITH REGARD TO A PRODUCT SOLD BY US TO YOU, OR ANY WARRANTY ON A PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) OUR LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY US OR OUR AFFILIATES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST US OR OUR AFFILIATES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

13.12 Some jurisdictions do not allow for the exclusion of implied warranties, so some of the above exclusions may not apply to you.

14. Indemnity and Limitation of Liabilities

14.1 To the extent permissible by law, neither we nor the app store shall not be liable in any way for the quality, timeliness, accuracy or completeness of the Services and shall not be responsible for any consequences which may arise from your use of such Services.

14.2 To the extent permitted by applicable laws, you expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or any other intangible losses resulting from: (a) the use or the inability to use our Services; (b) unauthorized access to or alteration of your transmission or data; (c) statements or conduct of any third party, (d) any other matter relating to the Services or this User Agreement (whether based on contract, tort or otherwise, and whether or not we have been advised of such damages). We shall also not be liable to you or any third party under any circumstances for damages or costs arising out of or in connection with your unauthorised use of our Services (including your failure to comply with applicable applicable local, state, federal or international laws, especially laws governing recordings of conversations or calls), or any private or governmental legal action related to your use of the Services in any country. Even if we were found liable, WE SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO US IN ACCORDANCE WITH THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY

PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO US DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT. The foregoing limitations will apply even if the Services fail of its essential purpose.

14.3 NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD BY US.

14.4 You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages.

14.5 The app store is not responsible for addressing your claims relating to the BrainWave app, including, but not limited to: (a) product liability claims; (b) any claim that BrainWave fails to conform to any applicable legal or regulatory requirement; and (c) any claims arising under consumer protection, privacy, or similar legislation.

14.6 YOU RELEASE US, OUR AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, "CLAIM"), KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO US AND OUR AFFILIATES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

14.7 You agree to indemnify, defend and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Services, or any breach by you of this Agreement, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

15. Miscellaneous

15.1 The User Agreement forms the entire agreement between you and us regarding your use of the Services.

15.2 You may not assign or transfer your rights or obligations under the User Agreement, in whole or in part, by operation of law or otherwise (and you may not delegate your duties under them) without our prior written consent. We may assign our rights or obligations under the User Agreement (in whole or in part) at any time without notice or consent.

15.3 The failure to require performance of any of the provisions forming the User Agreement by you or us will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of the User Agreement, be a waiver of any breach or default or a waiver of the provision itself. No waiver or modification of any term of this User Agreement will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

15.4 If any part of these Terms is held to be invalid or unenforceable, then that provision will be deemed severable from this User Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this User Agreement.

15.5 To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

15.6 Where we have provided you (directly or indirectly) with a translation of English language version of the User Agreement (including these Terms and the [Privacy Policy](#)), you agree that the translation is provided for your convenience only and that the English language version of the User Agreement will govern your usage of our Services. If there is any contradiction between what the English language version of the User Agreement says and what a translation says, then the English language version shall prevail.

15.7 We reserve the right to terminate this User Agreement at any time at our sole discretion for any reason and we shall not be liable to you for any losses you may suffer upon termination. Notwithstanding, we endeavour to give you advanced and reasonable notice before we terminate this User Agreement. Upon any termination (a) the rights and licenses granted to you herein shall terminate; and (b) you must cease all use of the BrainWave app.

15.8 You acknowledge that the rights granted and obligations made under this User Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm us and which cannot be replaced by monetary damages alone so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

15.9 We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, nationwide IT networks attacks or failures, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

16. Feedback and Contact

16.1 We are happy to and we may periodically solicit suggestions from our users. You may, at your own will, also provide unsolicited suggestions of any kind (e.g. ideas on product development or features, artwork, musical or audiovisual works, concepts or any other creative materials) in any format or manner (“Unsolicited Content”).

16.2 If you submit Unsolicited Content or send us any other feedback, you agree that any feedback provided will be used by us in an unrestricted manner and treated as non-confidential information. Please do not share anything that contains new or original ideas which you may want to claim any form of proprietary rights in, now or in future. If you insist on sending us new or original ideas or creative materials, then you are deemed to have agreed that: (a) your Unsolicited Content, feedback and their contents will automatically become our intellectual property, without any compensation to you; (b) you will not assert against us any rights or ownership and you will not claim any compensation in respect of any such Unsolicited Content or feedback; (c) we may use or redistribute the Unsolicited Content, feedback and their contents for any purpose and in any way we deemed fit; (d) there is no obligation for us to evaluate any ideas or material that you submit to us; and (e) there is no obligation to keep the Unsolicited Content or any such ideas or material confidential.

16.3 If you need to contact us or seek clarification, you may contact us as follows:

Name: GENIUS AI LABS PTE. LTD.

Address: 6 Shenton Way #37-03 OUE Downtown Singapore (068809)

Attn: Customer Service

EMAIL: brainwave.support@geniustech.ai

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