



Membership Agreement

Welcome to Kinuu and the BrainyAct® experience. Below are the Kinuu membership terms for our Program (“Membership Agreement”). Please review carefully before signing. Thanks for joining us.

- 1. PROGRAM TERMS:** You acknowledge that this Membership Agreement, including the attachments, constitutes the entire agreement between the parties related to your participation in the BrainyAct Program. The Membership Agreement cannot be amended except in written form executed by both parties. If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect. Your membership to BrainyAct is not negotiable, transferable, or cancelable except as otherwise provided herein. General program terms are found below. Our Terms of Service and Privacy Policy can be found at the bottom of our website at www.kinuu.com.
- 2. PRICING:** Pricing and terms for our program can be found on our website
- 3. PROGRAM CANCELLATION:** Your satisfaction is our top priority and we’re confident you’ll be pleased with our program. Still, if you try our program and decide it does not sufficiently meet your needs, you can cancel at any time. Refunds for cancellation before 30 days from your first session date will be given at 50%. At any time after the 30 days of your first session date, no refunds will be given except in the case of the “BrainyAct Positive Difference Guarantee”. See Item 10.
- 4. USER TERMINATION POLICY:** BrainyAct participants are expected to comply with Kinuu’s policies and procedures. Violation of these policies is subject to termination from the program. In addition, any action that endangers the mental or physical health or safety of any of our program participants or induces or coerces any participant to endanger another shall be grounds for immediate termination from the program. If a participant deliberately causes damage to Kinuu property or another’s property or vandalizes or steals property that does not belong to them, they will be subject to immediate termination from the Program.
- 5. HEALTHCARE DISCLAIMER:** Kinuu is not a healthcare provider. Kinuu does not provide medical advice, and the BrainyAct game software (“Game Software”) is not intended to be used to diagnose, treat, cure, or prevent any disease, health concern, or condition. Rather, the software and other services provided by Kinuu are to be used for self-development purposes only. The Game Software does not establish any physician-patient relationship or supplant an in-person medical consultation or examination. Appropriate medical attention and advice should always be sought for any health issues or concerns that the participant may have, and they should not ignore medical advice or delay seeking medical advice because of any services offered through the BrainyAct® Game Software. If the participant has any current medical conditions, they should consult their physician before using the Game Software. If the participant feels any ill effects when using the Game Software, they should immediately stop using the Game Software and seek medical advice.
- 6. PHOTO AND VIDEO RELEASE:** Per Section 2.c. of our Privacy Policy, you acknowledge and agree that Kinuu may photograph or video record program participants. Kinuu may share this information with its affiliates, agents, and business and research partners in conjunction with our Privacy Policy for continued research and development initiatives to help improve the content and functionality of our program. You also agree that Kinuu has the right and permission to use photographs and/or video recordings of program participants on Kinuu.com, printed

publications, multi-media publications, the internet, and social media sites on other websites and in any other distribution media without compensation to you and following Kinuu’s Privacy Policy.

7. SHARING YOUR DATA FOR CONSOLIDATION AND RESEARCH: The data collected as part of your child’s consultation and review processes, assessment, and play sessions may be used in consolidated analysis and research studies. All data provided to the study doctor, the sponsor, or the institution will be de-identifiable data using a research ID number only. The results of these studies may be published or presented at scientific meetings, lectures, or other events but your child’s name and other identifying information will remain confidential unless you permit to identify him/her in a separate agreement. All research teams and other authorized members are governed to ensure the research meets legal, institutional, or accreditation requirements.

8. INQUIRIES: If you have questions or concerns about our programs, please email us at Hope@Kinuu.com and we will get back to you within 24 hours.

9. OUR COMMITMENT: The Kinuu team is committed to ensuring your child receives the maximum benefit as a participant in our program. We are passionate about helping kids improve their chances for academic, behavioral, and social success. Frequency, duration, and intensity are keys to making long-lasting neurological changes and the BrainyAct software has been developed with this intention. A successful outcome happens when our team and your family share a strong level of commitment to consistency with sessions and the program protocols, we have outlined for you.

10. POSITIVE DIFFERENCE GUARANTEE: We believe Kinuu’s BrainyAct program will provide participants with a better chance for success in school, work, and life. We back that confidence with our Positive Difference Guarantee. If there is not at least a 25% improvement in 4 or more exercises shown on your dashboard data, you are eligible for a 100% refund. You must complete the 4- or 6-month program at a session rate of 2 – 3 sessions per week throughout the program period to qualify for the refund.

SIGNATURES

Your signature indicates that you have read, understand, and agree to this Membership Agreement:

Child’s Name:

Please Print Date

Parent/Guardian Name:

Please Print Sign Date

Kinuu or Licensed Network Representative:

Please Print Sign Date

You or your participant will be asked to provide a Gamer Name for Login. Should a parent or caregiver want to try it at home, we will provide one additional parent/caregiver gamer name.