Neuro Summum End-User License Agreement

Neuro Summum Terms and Conditions

Terms and Conditions - Effective: Jan 21st 2020

1. Acceptance of the Terms and Conditions.

Welcome to Neuro Summum’s (herein referred to as “Neuro Summum,” “we,” “us” or “our”) tool for mobile devices (herein referred to as “sleep-2-Peak”) and all associated Neuro Summum services provided at or through Neuro Summum, that help you learn about your sleep and habits (herein referred to as the “Site”). Please read this Agreement carefully. Subscribers, customers, users, and others who download, access, use, purchase, play, and/or subscribe (collectively, “use” or “using) to the sleep-2-Peak application (“You”, “Your”, “Users”) do so under this Terms of Use Agreement (“Terms of Use”). Furthermore, by accessing, browsing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Site.

NEURO SUMMUM RESERVES THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY, ADD, ALTER, OR REMOVE PORTIONS OF THE TERMS OF USE AT ANY TIME (“CHANGES”). IT IS YOUR RESPONSIBILITY TO CHECK THE TERMS OF USE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF SLEEP-2-PEAK WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE TERMS OF USE NOW OR IF AT ANY TIME THE TERMS OF USE ARE NO LONGER ACCEPTABLE TO YOU, PLEASE CEASE USE OF SLEEP-2-PEAK IMMEDIATELY.

THE TERMS OF USE CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND NEURO SUMMUM. You may receive a copy of this Agreement by emailing us at: info@neurosummum.com, Subject: Terms of Use Agreement.

This Terms of Use Agreement is solely between You and Neuro Summum, and does not include any of Neuro Summum’s licensors. Neuro Summum and not Neuro Summum’s licensors are solely responsible for sleep-2-Peak and related content.

The Terms of Use are incorporated by reference into Neuro Summum's Privacy Policy located at http://www.proactivesleep.com/privacy.php and vice-a-versa. Please read the terms of these documents carefully as You agree to them when You agree to the Terms of Use.

As long as You comply with the Terms of Use, Neuro Summum grants You a
personal, non-exclusive, non-transferable, limited license to use sleep-2-Peak on
1) an Apple iPhone or iPod touch that You own or control and as permitted by the
Usage Rules set forth in the Apple App Store Terms of Service or 2) any phone
running Google Android. Subject to the Terms of Use. Support and
maintenance of sleep-2-Peak is provided by Neuro Summum. In no event shall
Apple, Google, or any other Neuro Summum licensors have any obligation with
respect to maintenance and support services for sleep-2-Peak.

2. Your Conduct.

You agree not to: (a) reverse engineer, decompile, disassemble or otherwise
attempt to discover the source code of sleep-2-Peak (b) interfere or attempt to
interfere with the proper working of the Site or any activity being conducted on
the Site, (c) impose an unreasonable load on the Site’s infrastructure, (d) attempt
to decipher, decompile, disassemble or reverse engineer any of the software
comprising or making up the Site, (e) delete or alter any material posted on the
Site by Neuro Summum or any other person or entity, and/or (f) use profanity in
any communications with other Users.

This Site contains material, including but not limited to software, text, graphics,
images, reports, charts, and data files, some of which may be based on or
include data provided by you to us pursuant to the provisions of the Privacy
Policy (collectively referred to as the “Content”). We may own the Content or
portions of the Content may be made available to us through arrangements that
we have with third-parties. The Content is protected by United States and
foreign intellectual property laws.

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any Content provided by you, for any purposes that are consistent with the
Privacy Policy. Unauthorized use by you of the Content may result in violation of
copyright, trademark, and other laws. You have no rights in or to the Content,
and you will not use, copy or display the Content except as permitted under this
Agreement. However, you may use the Content for your own limited, personal,
and non-commercial purposes. You may not sell, transfer, assign, license,
sublicense, or modify the Content or reproduce, display, publicly perform, make a
derivative version of, distribute, or otherwise use the Content in any way for any
public or commercial purpose. The use or posting of any of the Content on any
other web site or in a networked computer environment for any purpose is
expressly prohibited. If you violate any part of this Agreement, your right to
access and/or use the Content and Site shall automatically terminate and you
shall immediately destroy any copies you have made of the Content.

Some of the trademarks, service marks, and logos of Neuro Summum (the
“Neuro Summum Trademarks”) used and displayed on this Site are registered
and unregistered trademarks or service marks of Neuro Summum. Other Neuro
Summum products, and service names located on the Site may be trademarks or
service marks owned by third-parties (the “Third-Party Trademarks”, and,
collectively with Neuro Summum Trademarks, the “Trademarks”).

You are not granted any license or right to use any Trademarks displayed on this Site without the prior written consent of Neuro Summum specific for each such use. The Trademarks may not be used to disparage Neuro Summum or any applicable third-party, Neuro Summum’s or third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without Neuro Summum’s prior written consent.

The Site and sleep-2-Peak are for use by users who are eighteen (18) years of age or older. Users under the age of eighteen (18) are not permitted to use the Site or sleep-2-Peak without the consent of a parent or legal guardian. By using the Site or sleep-2-Peak, you represent that you are at least eighteen (18) years of age, or that you have the consent of a parent or legal guardian. If you are a parent or legal guardian of a child who is using sleep-2-Peak and you wish Neuro Summum to disable your child’s account, please email Neuro Summum at info@neurosummum.com and request that your child’s account be disabled.

3. Advertising, Linking, and Framing.

The Site may contain information about, links to and/or advertisements for web sites operated by other parties (the “Third Party Sites”). In addition, emails sent to users of this Site may contain information about, links to and/or advertisements for Third Party Sites. The information provided about, links to and advertisements concerning Third Party Sites are provided for your convenience only. Proactive Life is not responsible for the content of linked Third Party Sites, sites framed within the Site or third party advertisements on the Site, and/or emails sent from this Site. Neuro Summum does not make any representations regarding their content or accuracy. Your use of Third Party Sites is at your own risk and subject to the terms and conditions of use of such sites.

4. Disclaimer of Warranties.

YOU ACKNOWLEDGE THAT NEURO SUMMUM, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “NEURO SUMMUM PARTIES”) HAS OFFERED SLEEP-2-PEAK AND ENTERED INTO THE TERMS OF USE WITH YOU IN RELIANCE UPON THESE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH BELOW. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THE TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND NEURO SUMMUM AND THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND NEURO SUMMUM. NEURO SUMMUM WOULD NOT PROVIDE SLEEP-2-PEAK TO YOU WITHOUT THESE DISCLAIMERS AND LIMITATIONS
ON LIABILITY.

NEURO SUMMUM AND THE PROACTIVE LIFE PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS. THE NEURO SUMMUM PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FOR WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE, THE CONTENT, AND SLEEP-2-PEAK AT YOUR OWN RISK.

THE NEURO SUMMUM PARTIES DO NOT WARRANT THAT THE SITE OR SLEEP-2-PEAK WILL OPERATE ERROR FREE, OR FREE OF COMPUTER VIRUSES. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO NEURO SUMMUM PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS. THE SITE AND CONTENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND.

The Content on this Site and use of sleep-2-Peak are presented in a summary fashion and are intended for educational and informational purposes only. They are not intended to be and should not be interpreted as a recommendation for a specific treatment plan, course of action, or as a healthcare provider. THE SITE AND SLEEP-2-PEAK DO NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT OR TO ADVOCATE OR RECOMMEND THE PURCHASE OR SELECTION OF ANY PRODUCT, SERVICE OR TO ENDORSE OR GUARANTEE THE QUALIFICATIONS, CREDENTIALS OR APPROPRIATENESS OF ANY HEALTH CARE PROVIDED LINKED TO, ADVERTISED ON THIS SITE. NEITHER THE SITE NOR SLEEP-2-PEAK ARE MEDICAL DEVICES OR MEDICAL PROGRAMS AND ARE NOT INTENDED FOR THE DIAGNOSIS OR TREATMENT OF SLEEP DISORDERS. IF YOU SUSPECT THAT YOU MAY HAVE A SLEEP DISORDER, CONSULT YOUR PHYSICIAN. You should not use the Site or sleep-2-Peak to diagnose a health or fitness problem or disease. Use of the Site or sleep-2-Peak do not replace medical consultations with a qualified health or medical professional to meet the health and medical needs of you or any other party. You exercise your own judgment when purchasing any product or selecting a physician from this Site and/or any Third Party Site and we disclaim all responsibility for the professional qualifications and licensing of, and services provided by any physician or other health provider referred to on this Site and/or any Third Party Site. We strongly urge you to visit with a physician or health professional if you suspect you are ill. Never disregard the medical advice of a physician or health professional, or delay in seeking such advice, because of something you read in the Content.
5. User Submissions.

You hereby acknowledge and agree that Neuro Summum does not guarantee any confidentiality or anonymity with respect to any User Submissions. You will be solely responsible for your own User Submissions. You represent and warrant that: You own or have the necessary licenses, rights, consents, and permissions to use and authorize Neuro Summum to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by sleep-2-Peak and the Terms of Use.

If you submit unsolicited information and feedback, including, without limitation, ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names (collectively, “Feedback”), you are agreeing that the following terms shall apply to your Feedback: (1) Neuro Summum, and our designees, may use or redistribute the Feedback and/or any portions thereof for any purpose, including commercial purposes, and in any way without compensation to you; (2) there is no obligation for Neuro Summum to review the Feedback and/or provide you with any commentary regarding the same; and (3) there is no obligation to keep any Feedback confidential.

Neuro Summum reserves the right to remove or decline to post any User Submissions at any time, for any reason (or for no reason), without notice and at its sole discretion, including if it determines that the User Submissions are inappropriate or fail to comply with the Terms of Use. PROACTIVE LIFE HAS NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER USER THIRD PARTY OR ENTITY FOR PERFORMANCE OR NONPERFORMANCE OF ANY SCREENING OR REMOVAL ACTIVITIES. Neuro Summum is not responsible for the back-up of any of User Submissions or any lost data resulting from the use, operation or discontinuation of any aspect of sleep-2-Peak. You are solely responsible for maintaining back-ups of Your User Submissions and any information generated or stored through the use of sleep-2-Peak.

6. Sleep-2-Peak Forum and Email Support.

Users who use the Sleep-2-Peak Forum or send email to Sleep-2-Peak staff are required to agree to the following additional terms and conditions that govern all communications on the Sleep-2-Peak Forum between the Users and other Users or Neuro Summum and the ownership of any such communications as consideration for the privilege of being permitted to contribute to the sleep-2-Peak Forum:

You hereby acknowledge and agree that any notes, e-mails, online messages, bulletin board or chatroom postings, ideas, suggestions, concepts, designs, or other material ("Material") You submit to any physical Neuro Summum company address, to any website owned or controlled by Neuro Summum, or to any e-mail
addresses contained in or on those web sites (each a "Neuro Summum Location") and that You submit in your capacity as an User, in Neuro Summum's sole discretion, shall be the property of Neuro Summum.

Although Neuro Summum has no obligation to monitor the Submissions, you acknowledge and agree that we may do one or all of the following: (i) monitor the Submissions; (ii) alter, edit, or remove any Submission in whole or in part; or (ii) disclose any Submissions. The Submissions posted on the Site by users do not indicate any approval or endorsement by Neuro Summum of such Submissions. Neuro Summum is not responsible for, and hereby disclaims any and all liability that may arise from the Submissions.

You agree that you are responsible for your own use of the Site for any Submission you make, and for any consequences thereof. You agree that you will use the Site in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all Canadian export control law.

You agree to treat any communication or information you receive from Neuro Summum or sleep-2-Peak posted by Neuro Summum or sleep-2-Peak in a private forum as confidential ("Confidential Information") and refrain from sharing it with any third parties, including other Users and Neuro Summum competitors. Such Confidential Information may include without limitation, previews of designs or models, software, source code and marketing information.

You agree NOT to: (i) Post any private information, or otherwise harvest, collect or disclose information, about another without his or her express consent (ii) Use the Site for advertisements, chain letters, spam, survey solicitations, junk mail or solicitations; (iii) Impersonate any person or entity, including any Neuro Summum employees, or falsely state or otherwise misrepresent your affiliation with any person or entity; (iv) Imply that Neuro Summum endorses any of your statements or positions; or (vi) Delete or alter any material posted by any other person or entity.

If You do not agree to these sleep-2-Peak Forum terms, you should not use the Sleep-2-Peak Forum and you should contact Neuro Summum immediately by sending an email to info@neurosummum.com.

7. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL NEURO SUMMUM BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) THESE TERMS OF USE; (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF YOUR PERSONAL INFORMATION; (C) YOUR INABILITY TO USE SLEEP-2-PEAK;
(D) SLEEP-2-PEAK GENERALLY; (E) THE SOFTWARE OR SYSTEMS THAT MAKE SLEEP-2-PEAK AVAILABLE; (F) YOUR FAILURE TO MAINTAIN THE SECURITY OF YOUR ACCOUNT LOGIN AND PASSWORD INFORMATION; OR (F) ANY OTHER INTERACTIONS WITH SLEEP-2-PEAK, SLEEP-2-PEAK USERS, OR THIRD PARTIES IN CONNECTION WITH SLEEP-2-PEAK.

THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF SLEEP-2-PEAK OR A SLEEP-2-PEAK AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS TERMS OF USE AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL NEURO SUMMUM’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF USE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), WARRANTY OR OTHERWISE, EXCEED THE GREATER OF THE AMOUNT PAID BY THE USERS TO USE SLEEP-2-PEAK OR $50.

YOUR SOLE AND EXCLUSIVE REMEDY FROM ANY USE OF, OR INABILITY TO USE, SLEEP-2-PEAK, SHALL BE FOR YOU TO DISCONTINUE USE OF SLEEP-2-PEAK.

TO THE EXTENT THAT THERE ARE CLAIMS NOT COVERED BY THE DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS HEREIN, NEURO SUMMUM, NOT APPLE OR GOOGLE IS RESPONSIBLE FOR ADDRESSING ANY OF SUCH CLAIMS RELATED TO SLEEP-2-PEAK OR THE POSSESSION AND/OR USE OF SLEEP-2-PEAK, INCLUDING BUT NOT LIMITED TO (A) PRODUCT LIABILITY CLAIMS; (B) ANY CLAIM THAT SLEEP-2-PEAK FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATOR REQUIREMENT; AND (C) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

IN THE EVENT OF ANY THIRD PARTY CLAIM, NOT COVERED BY THE DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS HEREIN, THAT SLEEP-2-PEAK OR YOUR POSSESSION AND USE OF SLEEP-2-PEAK INFRINGES THAT THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS, SLEEP-2-PEAK, NOT APPLE OR GOOGLE, WILL BE SOLELY RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.

Some countries, provinces or states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH COUNTRIES’ PROVINCES OR STATES, THE LIABILITY OF THE NEURO SUMMUM
PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Indemnification.

You agree to indemnify, defend at Neuro Summum's request, and hold harmless Neuro Summum, its affiliates, officers, directors, employees and agents (the "Indemnified Parties") from and against any and all claims, actions, proceedings, losses, liabilities, damages, obligations, costs, debt, expenses and any other liabilities (including attorney's fees, litigation expenses and settlement amounts) arising from or related to (a) Your use or misuse of any Sleep Information or sleep-2-Peak generally; (b) any violation of the rights of, or injury to, any other person or entity either directly or indirectly caused by You; (c) any breach or violation by You of the Terms of Use; (d) Your use of sleep-2-Peak to awaken in the morning; (e) Your use of Neuro Summum to change your sleeping habits; (f) Your use of, or inability to use, sleep-2-Peak; (g) any of Your User Submissions; Your infringement, misappropriation or violation of any copyright, trademark, or privacy or publicity right or other third party right; (h) any product listed or sold by You in connection with sleep-2-Peak, including any personal injury, death or property damages caused by any product, or any other product liability, defect, or other claim that any product caused damage to a third party; or (i) any negligence or willful misconduct by You. You agree not to settle or compromise any claim, except with prior written consent of the relevant Indemnified Parties.

9. Termination of the Agreement.

Deactivation. You may deactivate Your sleep-2-Peak account at any time, for any reason.

Termination. Neuro Summum reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content at any time and for any reason without prior notice or liability. Neuro Summum reserves the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability. It may also block Your access to sleep-2-Peak in the event that: (a) You breach the Terms of Use; or (b) We are unable to verify or authenticate any information You provide to us.

Effects of Termination. Sections 2 (Use of the Site), 4 (Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Indemnification), 9.2 (Termination of Agreement), and 14 (General) shall survive the termination of this Agreement.

Modification. Neuro Summum may at any time modify sleep-2-Peak, and do so without notice to You.

10. User Must Comply with Applicable Laws.

This Site is hosted in Canada. We make no claims concerning whether the
Content may be downloaded, viewed, or be appropriate for use outside of
Canada. If you access the Site or the Content from outside of Canada, you do
so at your own risk. Whether inside or outside of the Canada, you are solely
responsible for ensuring compliance with the laws of your specific jurisdiction.

Canada controls the export of products and information. You expressly agree to
comply with such restrictions and not to export or re-export any of the Content to
countries or persons prohibited under the export control laws. By downloading
the Content, you are expressly agreeing that you are not in a country where such
export is prohibited or are a person or entity for which such export is prohibited.
You are solely responsible for compliance with the laws of your specific
jurisdiction regarding the import, export, or re-export of the Content.

11. Digital Millennium Copyright Act

Neuro Summum respects the intellectual property of others and requires that You
do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"),
the text of which may be found on the U.S. Copyright Office site at
http://www.copyright.gov/legislation/dmca.pdf, We will respond expeditiously to
notices of alleged copyright infringement that are duly reported to Our
Designated Copyright Agent identified in the notice below. We will disable and/or
terminate the accounts of Users who are repeat infringers. If You believe Your
content has been copied in a way that constitutes copyright infringement, or Your
intellectual property rights have been otherwise violated, please provide Our
designated Copyright Agent the following information:

A. A physical or electronic signature of a person authorized to act on behalf of
 the owner of an exclusive right that is allegedly infringed;

B. Identification of the copyrighted work claimed to have been infringed, or, if
 multiple copyrighted works at a single online site are covered by a single
 notification, a representative list of such works at that site;

C. Identification of the material that is claimed to be infringing or to be the
 subject of infringing activity and that is to be removed or access to which is to
 be disabled and information reasonably sufficient to permit the service
 provider to locate the material;

D. Information reasonably sufficient to permit the service provider to contact
 You, such as an address, telephone number, and, if available, an electronic
 mail address;

E. A statement that You have a good faith belief that use of the material in the
 manner complained of is not authorized by the copyright owner, its agent, or
 the law; and

F. A statement that the information in the notification is accurate, and under
penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Sleep-2-Peak’s designated Copyright Agent to receive notifications of claimed infringement is: Marc Therrien info@neurosummum.com or mail to 10 Du Cormoran, Gatineau, Qc, Canada, J9A 2V2. You acknowledge that if You fail to comply with all of the requirements of this Section 5(D), Your DMCA notice may not be valid.

We may give notice to Our Users of any infringement notice by means of a general notice on any of Our websites, electronic mail to a User's e-mail address in Our records, or by written communication sent by first-class mail to a User's physical address in Our records. If You believe that Your User Submission that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in Your User Submission, You may send a counter-notice containing the following information to the Copyright Agent:

W. Your physical or electronic signature;

X. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

Y. A statement that You have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Z. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of Canada, for any judicial district in which We may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.


The Content is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the US Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Site or Content by the US Government constitutes acknowledgement of our proprietary rights in the Site and Content.

13. Ability to Accept Terms of Use
You affirm, represent and warrant that You are 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

14. General

The Terms of Use will be governed by the laws of the province of Quebec, Canada, without reference to its choice of laws rules. The exclusive jurisdiction and venue for any action under these Terms of Use shall be in the province and federal courts Quebec, Canada. You hereby accept the personal jurisdiction of such courts. You may not assign any rights granted to You or delegate any of Your duties hereunder and any attempt to do so is void and of no effect. Neuro Summum may assign its rights and delegate its duties under this Agreement in their entirety in connection with a merger, reorganization, or sale of all, or substantially all, of its assets relating to this Agreement. Nothing in this Agreement shall constitute a partnership or joint venture between You and Neuro Summum. Neuro Summum does not guarantee continuous, uninterrupted or secure access to sleep-2-Peak and use of Sleep-2-Peak may be interfered with by numerous factors outside of Our control. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. Additionally, any provision that was, by its nature, intended to survive termination of the Terms of Use will so survive. If any provision of the Terms of Use is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect. Any information submitted or provided by you to the Site might be publicly accessible. Important and private information should be protected by you. Neuro Summum is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.

15. Third Party Beneficiary

You and Neuro Summum acknowledge and agree that Apple, and Apple's subsidiaries, and Google, and Google's subsidiaries, are third party beneficiaries of the Terms of Use, and that, upon Your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use against You as a third party beneficiary of the Terms of Use.

Neuro Summum Privacy Policy

Welcome to Neuro Summum Inc., (herein referred to as “Neuro Summum,” “we,” “us” or “our”) tool for mobile devices (herein referred to as “sleep-2-Peak”) and all associated Neuro Summum services provided at or through Neuro
Summum, that help you learn about your sleep and habits (herein referred to as “The Site”). Please read this Agreement carefully. The Neuro Summum Services are neither a medical device nor a medical program and are not intended for the diagnosis and/or treatment of sleep disorders.

Your privacy is very important to us. Thus, we have developed this Privacy Policy to explain our policy with respect to personally identifiable data (“Personal Data”) and other information that is collected from those who use our Site and/or sleep-2-Peak.

This Privacy Policy is incorporated into and is subject to the Terms of Use. Your use of sleep-2-Peak and any personally identifiable information and health information you provide in using sleep-2-Peak and/or the site is subject to the terms of this Privacy Policy and the Terms of Use.

1. Information Neuro Summum Collects.

When you interact with us through the Site and/or use sleep-2-Peak, we may collect Personal Data and other information from you, as described below:

A. Personal Data Collected If You Are A Tester of sleep-2-Peak.

We collect Personal Data from you if you are a tester of sleep-2-Peak. For example, when you use sleep-2-Peak Beta, we will collect information including your e-mail address and device identification number. Furthermore, we collect sleep data, such as details regarding how much you are sleeping and waking, behaviors, and other factors that may impact your sleep. Furthermore, before using sleep-2-Peak, we may collect survey data related to your sleep habits and behaviors that may affect your sleep, such as your daily routine, exercise habits, drug use, and general health.

B. Personal Data Collected If You Use sleep-2-Peak.

When you use sleep-2-Peak we collect de-identified Personal Data, unless you specify otherwise. Neuro Summum’s servers automatically record this information. For example, when you use sleep-2-Peak, we will collect sleep data, such as details regarding how much you are sleeping and waking, behaviors, and other factors that may impact your sleep.

C. Personal Data That You Provide Through Registration.

We may collect Personal Data from you when you register with the Site and create an account, including your e-mail address and device identification number. We do not collect any credit card or other financial account information, driver’s license numbers and/or social security numbers.

By voluntarily providing us with Personal Data, you are consenting to our use of it in accordance with this Privacy Policy. If you provide Personal
Data to sleep-2-Peak or this Site, you acknowledge and agree that such Personal Data may be transferred from your current location to the offices and servers of Neuro Summum and the authorized third parties referred to herein.

At no time shall Personal Data collected from you in accordance with this Privacy Policy or any information or materials derived from such Personal Data be deemed to be an electronic health record or an electronic medical record for any purpose whatsoever under any law or regulation, including without limitation for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996.

D. Other Information.

When Users and others visit the Site, Neuro Summum collects the visitor’s IP address (the unique set of numbers used to identify the visitor’s computer), and his or her registered domain or home server. When Users use the Site, this information may include, Internet Protocol address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the number of messages related to the User’s profile, the amount of time spent on particular web pages, the dates and times of requests. Neuro Summum, its contractors and other third parties that help Neuro Summum provide sleep-2-Peak and the Websites (“Neuro Summum’s agents”) may use “cookies” to improve visitors’ experience at the Site. A “cookie” is a small file placed on a website visitor’s computer hard drive that identifies the computer and data about the visit so that, when the visitor returns to the site, the site recognizes the visitor, which allows Neuro Summum to tailor its Websites to the visitor. Cookies do not contain personally identifiable information but may be linked to Personal Information that visitors provide to Neuro Summum. Neuro Summum uses Google Analytics on its Site. Google Analytics uses cookies to collect anonymous traffic data, which may include information about a visitor’s operating system, browser version, referring site, and keywords used to locate the Websites. Advertisers that place ads on the Websites may use their own cookies.

Using sleep-2-Peak requires the use of an iPhone, iPod Touch, or any cell phone running Google Android and if you want to receive SMS text notifications, a messaging (including SMS text messages) plan is also required. Standard data and messaging charges, fees, and taxes from the User’s carrier apply.

2. How to Delete Information Obtained by Neuro Summum.

A User may request to have their Personal Information deleted by mailing info@neurosummum.com Memo Title: Delete User Information.

3. Our Use of Your Personal Data and Other Information.
Neuro Summum uses the Personal Data you provide in a manner that is consistent with this Privacy Policy. We may use your Personal Data for the purpose for which it was provided, including without limitation for the purposes described further below:

A. Surveys.

We may offer our users to participate in surveys designed to help us improve sleep-2-Peak.

B. Provisioning and Monitoring of sleep-2-Peak and the Site.

We will use your Personal Data to provide you with access to and support your use of sleep-2-Peak and the Site and to monitor your use of the sleep-2-Peak and the Site.

C. Questions and Requests.

If you contact us by e-mail or otherwise, we will use the Personal Data you provide to answer you.

D. Contacting You About Other Products, Services and Events.

You have the choice to allow Neuro Summum and/or third parties to use your Personal Data to contact you in the future to tell you about products and services that may be of interest to you.

E. Service Improvement.

We may use your Personal Data, aggregated Personal Data and other personally non-identifiable information collected through the Site to help us improve the content and functionality of the Site, to better understand our users and to improve the Neuro Summum Services. This research may be compiled and analyzed on raw data or an aggregate basis, and Neuro Summum may share this de-identified data with advertisers, researchers, business partners, publications, and other third parties. This information will not identify you personally.

4. Our Disclosure of Your Personal Data and Other Information.

There are certain circumstances in which we may share your Personal Data with certain third parties without further notice to you, as described below:

A. Business Transfers.

As we develop our business, we might sell or buy businesses or assets. In the
event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets.

B. Agents, Consultants and Related Third Parties.

Neuro Summum, like many businesses, sometimes hires other companies to perform certain business-related functions. Examples of such functions include mailing information and maintaining databases. When we employ another company to perform a function of this nature, we only provide them with the information that they need to perform their specific function.

C. Legal Requirements.

Neuro Summum may disclose your Personal Data if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of Neuro Summum, (iii) act in urgent circumstances to protect the personal safety of users of the Site or the public, or (iv) protect against legal liability.

D. Personal Data.

As described above, we may share aggregated or raw, de-identified Personal Data with advertisers, researchers, business partners, publications, and other third parties. Additionally, in collaboration with Sonic Sleep Coach and the use of their software we may share with them personal information including your name and email address.

5. Your Choices.

You can use the Site and sleep-2-Peak without providing any Personal Data. However, you must provide Personal Data if you wish to be a sleep-2-Peak Tester. If you choose not to provide any Personal Data, you may not be able to use certain areas of the Site and sleep-2-Peak may not function optimally. You will have the choice as to whether or not you wish to be contacted by us and/or by any third parties with offers for products, services and/or events that may be of interest to you.

6. Exclusions.

This Privacy Policy shall not apply to any unsolicited information you provide to Neuro Summum through this Site or through any other means. This includes, but is not limited to, information posted to any public areas of the Site, such as bulletin boards (collectively, “Public Areas”), any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information shall be deemed to be non-confidential and Neuro Summum shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without
limitation or attribution.

7. Children.

The Site and the Neuro Summum Services are intended for adults. Users under the age of eighteen (18) are not permitted to use the Site or register for and/or use the Proactive Life Services without the consent of a parent or legal guardian.

8. Information Collected by Others

This Privacy Policy addresses only the policy and procedures of Neuro Summum. Neuro Summum is not responsible for the privacy policies of third parties, including but not limited to those whose websites may be linked to the Neuro Summum’s Websites.


Neuro Summum uses a variety of physical, technical, and procedural safeguards to guard against loss, misuse, and alteration of Personal Information. For example, sleep and health Information transmitted from mobile devices to Neuro Summum is encrypted; access to Personal Information is limited to Neuro Summum and contractor personnel who need the information for sleep-2-Peak; and Neuro Summum uses and requires its contractors to use technical measures to guard against unauthorized access to Personal Information and sleep and health information. Neuro Summum cannot, however, guarantee the security of any Personal Information or Location Information, or information collected from the Websites. Despite Neuro Summum’s efforts to secure such information, it may be accessed, disclosed, altered, or destroyed by a breach of Neuro Summum’s physical, technical, and procedural safeguards. Users use sleep-2-Peak and visitors go to the Websites at their own risk. If Neuro Summum learns that a User’s Personal Information or Location Information has been disclosed to an unauthorized person, Neuro Summum will attempt to notify the User.

10. Changes to Proactive Life’s Privacy Policy.

The Site and our business may change from time to time. As a result, at times it may be necessary for Neuro Summum to make changes to this Privacy Policy. Neuro Summum reserves the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide any Personal Data. Your continued use of the Site after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

11. Use Outside of Canada.

Sleep-2-Peak is hosted in Canada and is intended for Canada Users. Users who use sleep-2-Peak from the United States, European Union or other regions with
laws governing data collection and use that may differ from Canada laws, then please note that you are transferring your personal data to Canada and by providing your personal data you consent to that transfer.

12. Enforcement.

If a User believes that his or her rights as described in this Privacy Policy have been violated by Neuro Summum, the User should email info@neurosummum.com or send a letter to Neuro Summum, 10 Du Cormoran, Gatineau, Qc, Canada, J9A 2V2. Neuro Summum will attempt to resolve User complaints as quickly as possible.

13. Amendments to this Privacy Policy.

Neuro Summum reserves the right, at its sole discretion, to change, modify, add to, or remove any portion of this Privacy Policy, in whole or in part, at any time. Neuro Summum will include such amendments on the version of this Policy that is posted on Neuro Summum’s Websites (www.neurosummum.com) and will notify User by e-mail that the Policy has been amended. Amendments to the Policy will take effect immediately upon being posted to the Site. User’s continued use of sleep-2-Peak after Neuro Summum posts an amendment constitutes User’s acceptance of and consent to such amendment.

14. Contact Us.

For more information about our Privacy Policy and practices, e-mail us at info@neurosummum.com. By using sleep-2-Peak, the User acknowledges that he/she has read and accepted this Privacy Policy. If you do not accept this Privacy Policy, please do not use sleep-2-Peak or visit the Websites.

15. Effective Date, Date Last Modified.

Neuro Summum Privacy Notice effective as of Jan 21<sup>rst</sup> 2020.

Proactive Life Privacy Notice last modified on Jan 21<sup>rst</sup> 2020.