NEUROPIX

TERMS AND CONDITIONS FOR DEVICE SUBSCRIPTION USE

1. **These Terms**

1.1 **What these terms cover**. These are the terms and conditions on which we supply products to you for subscription services.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

1.3 **General Scope.** These terms and conditions apply to the subscription agreement between Neuropix Company Ltd and the Purchaser for the subscription of a device and/or related parts ("Products").

2. **Information About Us and How to Contact Us**

2.1 **Who we are**. We are **Neuropix Company Ltd** a company registered in Hong Kong S.A.R. Our company registration number is 2827001 and our registered office is Unit 721, 7F, Building 19W, Hong Kong Science Park, Hong Kong. Herein referred to as 'us' or 'we'.

2.2 **How to contact us**. You can contact us by writing to us at support@neuro-pix.com

2.3 **How we may contact you**. If we have to contact you we will do so by WhatsApp or by writing to you at the email address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

3.1 **How we will accept your order**. Our acceptance of your order will take place when we email you to accept it or through a signed purchased order, at which point a contract will come into existence between you and us. Upon acceptance by us, a binding subscription agreement between Neuropix Company Ltd and you will be made on the basis of these Terms and Conditions.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because of a number of reasons including but not limited to the following: you are not eligible for the subscription programme, the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product.

3.3 **Your order number**. We will assign an order number to your subscription order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We currently only provide subscription services in Hong Kong.** Our brochures and website is solely for the promotion of our products in Hong Kong S.A.R.

4. **Our Products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website and in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your products may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website and in our brochures.

5. **Our rights to make changes**

5.1 **Minor changes to the products.** We may change the product. (a) to reflect changes in relevant laws and regulatory requirements for the products; and (b) to implement minor technical adjustments and improvements, for example to address issues. These changes will not affect your use of the products.

5.2 **Updates to digital content.** If applicable to your order, we may update or require you to update digital content if relevant to your product, provided that the digital content shall always match the description of that we provided to you before you ordered it.

6. **Providing the products**

6.1 **Delivery Costs.** The costs of delivery will be as set out on our website.

6.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you by email:
(a) **For subscription services.** We will deliver the product to you as soon as reasonably possible and we will contact you with an estimated delivery date, which we aim to be within 1 week after the day we accept your order. We will begin the subscription service on the day you receive the products and the estimated completion date for the services will be as told to you during the order process i.e. 3 months, 6 months or 12 months after that date, depending on the plan you chose.

6.3 **We are not responsible for delays outside our control.** If the supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a material risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 **Collection by you.** If you asked to collect the products from our office premises, you can collect them from us at any time during our working hours of 9am-5pm on weekdays (excluding public holidays) and 10am-6pm Saturdays.

6.5 **Arranging a delivery time.** Once the product is ready, you will be called to arrange for a specific time slot when you will be at home for delivery of your product. You may also opt to collect from our office premises.

6.6 **If you do not rearrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, and you do not re-arrange for a delivery or collect from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery or collection we may end the contract and clause 9.2 will apply.

6.7 **When you become responsible for the goods**. The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

6.8 **What will happen if you do not give required information to us**. We may need certain information from you so that we can supply the products to you, for example, correct delivery address and contact number and other personal contact details. If so, this will have been requested through email exchanges. We may also contact you by telephone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to: (a) deal with technical problems or make minor technical changes; (b) update the product to reflect changes in relevant laws and regulatory requirements.

6.10 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us about an order if you have not received it yet, or if there is a technical problem with the products during your subscription period. In each case, for the period the product has been suspended, this will not be regarded within your subscription period. Your subscription period will recommence following the time at which was suspended following product being replaced or fixed and being returned to you.

6.11 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.2) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of products. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.3) which we will charge to your saved card.

7. **Your rights to end the contract**

7.1 Your rights if you wish to end the contract will depend on what you have bought and whether there is anything wrong with it.
(a) If the product is faulty or has been damaged, you have the right to get the product repaired or replaced. In both cases, the subscription period will be suspended from the date you notify us, and will recommence from that time following repair or replacement and the product is delivered to you (see clause 6.10). In the case where the product has been damaged, we will charge a service fee to your saved card, together with any other charge under clause 11.10, will not exceed HKD 5,000 in total.
(b) **If you want to end the contract because of something we have done or have told you we are going to do** (see clause 7.2);

7.2 **Ending the contract because of something we have done.** If you are ending the contract for a reason set out in (a) to (c) below, the contract will end 2 months after our receipt of your written notice and we will refund you for any products which have not been provided. The reasons are:
(a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
(b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
(c) we have suspended supply of products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month;

7.3 **Ending the contact where we are not at fault.** A contract for subscription services is completed when we have finished providing the services for the subscription period. If we are not at fault, you may end the contract before it is completed, however you have to pay the remaining terms of your contract. Following the return of products by you to us, you will be liable to pay any outstanding amount on the terms of this contract by charge to your saved card.

7.4 **Loss or damage to the device.** If the device is lost, or damaged beyond repair, during your subscription period, we will not provide a replacement device. Instead, you will be liable to pay us compensation of up to HKD 5,000 (being the replacement cost of the device), which you authorise us to charge to your saved card in accordance with clause 11.10. This clause does not apply where the device can be repaired, in which case clause 7.1(a) and the service fee referred to there will apply instead.

8. **How to end the contract with us (including if you have changed your mind)**

8.1 **Telling us you want to end the contract (clause 7.3 applies).** To end the contract with us, please let us know by emailing us at support@neuro-pix.com – please provide details of what you have ordered, name address and attach the model cancellation form below.

8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person or post them back to us at our office address. Please email our customer service team at support@neuro-pix.com for a return label or to arrange collection.

8.3 **When we will pay the costs of return.** We will pay the costs of return: (a) if the products are faulty; (b) if you are ending the contract because there is an error in pricing; or (c) the subscription agreement has successfully been completed and you are returning the device.

8.4 **What we charge for collection.** If you are ending the contract early, you will be responsible for the costs of return. If we are collecting the product from you, we will charge you the direct cost for the collection and this will be charged to your saved card. The costs will be told to you over the telephone or in the course of email exchanges.

8.5 **How we will refund to you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price paid, as described in clause 7.3.

8.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If the products are goods and we have not offered to collect them, your refund will be made within 30 days from the day we have received the device and completed device checks for faults and damages. If any faults are found, a product service fee (capped as set out in clause 7.1(a)) will be charged to your saved card.

8.7 **Product damages or loss.** If during your subscription period the products are lost, or damaged beyond repair, you will be liable to pay compensation as set out in clause 7.4 (up to HKD 5,000); no replacement device will be provided.

8.8 **Minimum subscription period and early cancellation.** You may cancel your subscription free of any additional charge at any time after you have completed 3 (three) months of your subscription, and you must pay the subscription fees for at least those 3 (three) months.

8.9 **Return of the device before cancellation is processed.** Following cancellation of your subscription, you must return the device to us in accordance with clause 8.2 before we will process any refund due to you or complete the cancellation of your subscription. Until we have received the device back from you, your subscription charges will continue to apply and remain payable by you.

9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
(a) you do not make any payment to us when it is due and still do not make payment within 10 days of reminding you the payment is due;
(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided, but you will be liable to pay any outstanding amount on the terms of this contract by charge to your saved card.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

10. **If there is a problem with the product**

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at support@neuro-pix.com

10.2 **Your rights.** We hold a duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

11. **Price and payment**

11.1 **Where to find the price for the product.** The price of the product will be the price as set out on our website or confirmed to you in the course of email exchanges or on your purchase order. We use our commercially reasonable efforts to ensure that the price of the product is advised to you is correct. If there is any error in price, we will notify you immediately to correct the situation.

11.2 **When you must pay and how you must pay.** We accept payment with PayPal and the major credit and debit cards (American Express, Union Pay, Mastercard, Visa). When you must pay depends on what subscription programme you have chosen:

(a) For **3 months or 6 months subscription**, you must pay the first month's subscription fee and the delivery fee (if applicable) before we dispatch the products to you. This payment is due immediately. The subsequent monthly payments are due at the start of each month and will be charged to your saved card. We do not take a separate deposit. If the device is not returned, or is faulty, damaged or lost, the charges in clauses 7.1(a), 7.4 and 11.10 apply.

(b) For **12 months subscription**, you must pay the first month's subscription fee and the delivery fee (if applicable) before we dispatch the products to you. This payment is due immediately. The subsequent monthly payments are due at the start of each month and will be charged to your saved card. We do not take a separate deposit. If the device is not returned, or is faulty, damaged or lost, the charges in clauses 7.1(a), 7.4 and 11.10 apply.

11.3 **We can charge interest if you pay late.** If you do not make any payments to us by the due date, we may charge interest to you on the overdue amount at the rate of 10% per annum of the fees due. This interest shall accrue on a daily basis from the due date until the date of the actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

11.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11.5 **Extending your subscription.** After your subscription period ends, you will have the option to extend the subscription for another 6 or 12 months. We will contact you before the final month of your subscription to confirm whether you wish to do so. The terms and conditions set out in this document will continue to apply. If you do not contact us to renew for another fixed term (6 or 12 months), and you do not cancel your subscription, your contract will automatically renew on a month-to-month basis until you cancel. You may cancel at any time after the minimum commitment period ends by providing 30 days' written notice. We may adjust the subscription price for any renewal term or month-to-month period by giving you at least 30 days' written notice before the change takes effect. Extension pricing: if you extend after a 3-month or 6-month plan, the monthly fee will be the fee for the extension plan shown to you at the time of extension.

11.6 **Completing the subscription contract.** Following successful completion of the subscription contract, we will arrange to collect the products from you within 14 days free of charge. We will arrange a day of collection. If you are unable to return the device to us within this period, you may be liable for additional charges. After we have received the products back from you and checked for faults and damage, we will tell you the result in writing. If there are any faults or damages, a service fee (capped as set out in clause 7.1(a)) will be charged to your saved card for repairs.

11.7 **Subscription plans and monthly fees.** The monthly subscription fee depends on the plan you choose, is stated in Hong Kong dollars and is shown on your order. Our current fees are: (a) 3-month plan (available once per customer): HKD 800 per month; (b) 6-month Basic plan: HKD 1,299 per month; (c) 6-month Premium plan: HKD 1,599 per month; (d) 12-month Basic plan: HKD 1,088 per month; (e) 12-month Premium plan: HKD 1,288 per month. Fees are billed monthly in advance on the same date each month by card, starting on the day we dispatch the product, and apply for each month of the plan you chose. Each plan includes the services described on our website and in your order at the time you order. Delivery fees (if any) are as set out under clause 6.1.

11.8 **Saving your card.** When you order, you must provide a valid credit or debit card, which we will securely save through our payment provider. By providing your card you authorise us to charge it (a) for each monthly subscription fee when due, (b) for any amount that becomes payable by you under clause 11.10, and (c) for any renewal or extension you agree to under clause 11.5. We do not take a separate deposit, and we do not store your full card details. You must keep your card valid and tell us promptly if it changes or is replaced.

11.9 **Failed payments.** If a payment fails, we will notify you and you may update your card using the secure link we send you. Clause 6.11 (suspension for non-payment) and clause 11.3 (interest) apply if payment is not made within 10 days of our reminder.

11.10 **Return of the device and charges if it is not returned or is intentionally damaged.** You must return the device, charger and accessories in the condition described in clause 11.6 at the end of the subscription period or following any cancellation (see clause 8.9). If (a) the device is lost or damaged beyond repair, (b) we have not received the device within 14 days after we write to you asking for its return (the "Return Deadline"), or (c) we find the device has been intentionally damaged, tampered with or misused, you will be liable to pay us the replacement cost of the device, up to a maximum of HKD 5,000. You authorise us to charge this amount to your saved card. We will write to you at least 7 days before we charge your card, giving you the reason and amount, so that you can return the device or contact us. If you return the device undamaged within 30 days after we charge your card, we will refund the amount charged for non-return, less any amount due for damage and any unpaid fees.

11.11 **Relationship with other charges.** The amount in clause 11.10 is a cap on the compensation payable for non-return or intentional damage. It does not remove your obligation to pay unpaid subscription fees, interest under clause 11.3, or the service fee for repairable damage under clause 7.1(a). We will not charge you twice for the same loss.

11.12 **Condition on return and inspection.** Normal wear and tear is not damage. We will inspect the returned device within a reasonable time and tell you in writing the result and any amount deducted. Any amount we have charged that is not due to us will be refunded to your original payment method within 30 days of our writing to you.

12. **Our warranty and duty of care to you**

12.1 **Your rights**. For your rights as a user in the case of material and legal defects of the product, the statutory provisions apply, unless otherwise stipulated in these terms and conditions.

12.2 **Subscription of the device and products**. You as the user, with or without a treating physician's recommendation, decides whether and in what form the products are used for your therapy. Neuropix Company Ltd does not make any recommendation, nor do we guarantee or warrant the suitability or success of the therapy to you. A warranty claim by you as the user cannot be made based on the fact that the desired therapeutic success did not occur. The Products may only be used by the intended user and are not to be passed to third parties. You also confirm that you are aware of and do not have any of the device contraindications (i.e. currently pregnant; have cardiovascular or neuropsychiatric diseases, have any active implants including cochlear, vagus nerve stimulator or cardiac pacemaker; have a cerebral shunt; or diseased skin of the ear). The Products are not intended to diagnose, treat, cure or prevent any medical condition and are not a substitute for professional medical advice. We specifically disclaim all representations and warranties, express or implied, including without limitation warranties of merchantability or fitness for

particular purpose of use and for any damage to health or other property. As such any warranty claim made by you shall be void. This does not apply if and insofar as Neuropix Company Ltd is legally liable due to any applicable laws, rules or regulations.

12.3 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable, or from violating non-essential contractual obligations. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (for example, if you discussed it with us during the sales process). The damages from violation of essential contractual obligations are limited to 2 (two) times the value of the contract.

12.4 **We do not exclude or limit any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation for breach of your rights in relation to the products as summarised in clause 10.2.

12.5 **Product warranty**. For the subscription contract, if the device or the electrode does not work within this time due to material or design errors, we will offer to repair or replace the device. You must notify us immediately if you notice any faults or damages. Please do not attempt to fix the products yourself. If you conduct improper handling or intervention you will be liable for the charges for repair.

12.6 **We are not liable for business losses**. We only supply the products for domestic and private use. Products are not for re-sale. We have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

13. **How we may use your personal information**

13.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website www.neuro-pix.com. We process your personal data in accordance with Hong Kong's Personal Data (Privacy) Ordinance (Cap. 486).

13.2 **Data Consent.** You agree to share the data collected in your subscription with us and will remain anonymous unless you have agreed with us for it to be otherwise. You acknowledge that we have provided adequate information and demonstrations of device use, and you have had the opportunity to ask questions to our representatives that is to your satisfaction. You fully understand that your subscription is voluntary and you are free to discontinue at any time without having to give any reason, by letting us know as stated in clause 8.

14. **Other important terms**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organization. We will contact you to let you know if we plan to do this.

14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee)**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. This will be determined on a case-by-case basis.

14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to)**. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained under clause 14.2. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Hong Kong law and you can bring legal proceedings in respect of the products in the courts of Hong Kong S.A.R that will be held in the English language. Notwithstanding the above, the Contracts (Rights of Third Parties) Ordinance shall not apply, and only you and Neuropix Company Ltd shall have any rights under these terms and conditions.

14.7 **Alternative dispute resolution**. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You may have the dispute determined by arbitration in Hong Kong S.A.R under UNICTRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force as at the signing date of this agreement. The arbitral tribunal will consist of three arbitrators. You and Neuropix Company Ltd shall appoint one arbitrator, and the third arbitrator being the chairman of the arbitral tribunal shall be appointed by mutual agreement. If you or Neuropix Company Ltd fails to appoint the arbitrator or the third arbitrator is failed to be appointed within 30 days or receipt of request to do so from the other party, the appointment shall be made upon request of a party by the Secretary General for the time being of the Hong Kong International Arbitration Centre. The arbitral award is final and binding.

NEUROPIX

Schedule 1: Model Cancellation Form

(Complete and return this form, along with a scanned email attachment to support@neuro-pix.com*, only if you wish to withdraw from the contract)*

To **Neuropix Company Ltd**,

I hereby give notice that I cancel my contract of subscription of the following goods [*] for the supply of the following service [*],

Ordered on [*]/ received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

[*] Delete as appropriate