

## **TERMS AND CONDITIONS FOR CONTRACTING**

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Ref.: NUP160601

On the one hand, NEURONUP, S.L., with T.I.N.: B26479725, based at Avenida República Argentina No. 24, in Logroño (La Rioja), incorporated by way of a deed authorised in Logroño by Notary Public Mr Julio Antonio Pernas Tobía on 4 February 2011, as number 175 in his protocol, registered on 9 February 2011 with La Rioja Trade Registry in Book 726, Page 218, 8<sup>th</sup> Section, Sheet number LO-14.320, 1<sup>st</sup> inscription.

On the other, the contractor, a physical or legal person, who completes the contract form (henceforth, client) on [www.neuronup.com](http://www.neuronup.com), with the information required and with whom NEURONUP S.L. establishes a contractual relationship based on this document. Having examined their nature, the Client recognises, understands and freely accepts the general conditions.

These General Conditions, together with all additional information about the service contracted by the Client, are published on the NEURONUP, S.L., website, comprising a unitary whole binding the parties.

Both parties are interested in formalizing the present general conditions by accepting the terms and conditions established in the following

## **CLAUSES**

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### **1. DEFINITIONS**

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NEURONUP S.L.: is a supplier of Internet services that has developed a professional management computer application called 'Neuronup' (henceforth, 'the platform') which comprises a platform with online web access intended to facilitate the rehabilitation and cognitive stimulation of persons with acquired brain injury, dementia, learning disabilities, mental illness, etc. Neuronup, S.L., holds the exploitation rights over the aforementioned application.

The aforementioned platform uses 'Cloud Computing' technology, which will provide the Client with real-time access, whenever and wherever there is an Internet connection, to complete the various exercises and modules which comprise the platform, information on the same, archived exercises and modules completed and to interact directly with the team of professionals at Neuronup, S.L., in a specialised environment. This will generate continuous updating of platform information and content.

PLATFORM: professional management computer application comprising a platform with online website access intended to facilitate the rehabilitation and cognitive stimulation of people with acquired brain injury, dementia, intellectual disability, mental illness, etc. and may include (a) all the information provided in this contract, including but not limited to (i) software files and any other information on the platform; (ii) samples of schematics, images, incorporated photographs, drawings, sounds, clip art and other artistic work ('Content Files'); and (iii) written material and explanatory files ('Documentation'); and (b) whichever updated versions and copies of this information, in addition to improvements, updates and additions to it that the platform provides and makes available to the Client at any time, to the extent this does not fall under any other contract.

CENTRE MANAGER: part of the platform accessible to the Client using the unique password provided by NeuronUP. This ident is the only one that can register or deregister the professionals who will be working on the platform. Moreover, this ident decides on the features available to each of the profiles when using NeuronUP2Go. From this user ident, the centre can make bulk purchases in NeuronUP2Go. There is no access to cognitive stimulation and neuro-rehabilitation from this ident. It is responsible for ensuring professionals remain active in the centre, deregistering those who are no longer in the work centre.

Furthermore, the centre manager is the ident that is considered to be the client, as a physical or legal person, that engages with NEURONUP directly or through their legal representative, contracting any of the services offered on the website, and figures as one of the contracting parties.

PROFESSIONAL: This is an ident provided by the centre manager and is responsible for direct interventions with platform end users. This ident can access all areas of the intervention platform related to undertaking activities, managing centre users, planning programmes and participatory sessions. Likewise, if the centre manager permits, this person may make individual NeuronUP2Go purchases for their end users.

END USERS: These are the people (student, patient, partner, etc.) who receive participatory sessions with the professionals in each of the work centres registered in NeuronUP.

NEURONUP2GO: is the part of the platform that enables the professional to send tailor-made programmed exercises to the home of the user, enabling more intensive work to be accomplished. If permitted by the centre manager, the professional determines whether to administer this tool.

GENERAL CONTRACT CONDITIONS: unitary group which is binding for the parties, comprising the clauses included in this document to regulate the Service and, where applicable, progress annexes.

TECHNICAL REQUIREMENTS: Hardware and Software requirements stipulated by NEURONUP and content in the corresponding section on the [www.neuronup.com](http://www.neuronup.com) website enabling the professional or platform user to access and use the site.

LOGIN and PASSWORD: system that enables identification, authentication and control of the idents (centre manager, professional or user) accessing the platform through the website so as to manage the service, i.e. this is a system that ensures access is safe, trustworthy, true and always done by authorised users.

## **2. OBJECTIVE**

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2.1 The objective of the present General Service Conditions is to regulate access to and use of the platform offered by NEURONUP through its [www.neuronup.com](http://www.neuronup.com) website and payment by the client to NEURONUP.

Access to and use of the platforms offered by NEURONUP is achieved through one or more of the plans offered to the client by NEURONUP, which are described below.

2.2 Should there be specific conditions or service development annexes which contradict these General Conditions, then the details of said specific conditions will prevail, unless otherwise indicated therein.

## **3. DEFINITION AND CHARACTERISTICS OF THE SERVICE**

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3.1 The provisions of these General Conditions will be applicable to the following Plans:

- NEURONUP KIDS
- NEURONUP ADULTS
- NEURONUP ADULTS + KIDS

3.2 The content and resources in each of the plans and their corresponding price are detailed in annex I, appended to these conditions, and are available in full at all times from [www.neuronup.com](http://www.neuronup.com). Should there be a discrepancy between these general conditions and those published on the website, these latter will take precedence.

3.3 In order to properly access and use the platform, the client, professional and user will need the technical requirements that are appended to this contract as annex II and will be permanently available in their latest form in the NEURONUP FAQs section.

3.4 Modifications may be made to the characteristics of each Plan; these changes will be governed by the dictates of the clause on this issue (MODIFICATION). In any event, notification of any alteration which affects the Plans or the provisions of these conditions will be considered effective through the publication of these changes on the NEURONUP website.

3.5 The Plans contemplated under these conditions comprise various sections through which the idsents of the professionals and users may be managed and administered, as with the resources and applications pertaining to the specific plan.

3.6 Moreover, after paying, the client as 'centre manager' and professionals authorised by the centre manager may use NEURONUP2GO to contract the dispatch of tailored programmed exercises to the user, if these options are available in the Plan contracted.

#### **4. ENTRY INTO FORCE, DURATION AND TERMINATION**

4.1 These general conditions enter into force when the client contracts any of the plans offered by NEURONUP for the first time and with those services which require an application separate from the contracting of the corresponding plan (NEURONUP2GO) when the application is made.

4.2 The present general conditions will remain in force while the client has any plan contracted/renewed in NEURONUP. During the period of this relationship, the general conditions may be updated and, thus, replaced by a more recent version. A copy of the conditions will not be sent for each change; those published at any time on [www.neuronup.com](http://www.neuronup.com) will be understood to be in force, as this contains the most current version. NEURONUP will inform the client of the new version by mail to the address given in the contract and included in client data in the area of the platform accessible as centre manager.

4.3 These general conditions will stop being applicable: a) once the client has requested to unsubscribe from the last of the plans contracted with NEURONUP; or b) when the corresponding renewal is no longer paid.

If the request to unsubscribe is received by mail, following validation, the client will be removed from the list automatically at the end of the period paid-up. Unsubscription will also happen automatically if payment is not received for the corresponding renewal.

In any event, the client accepts that unsubscription from the contracted plans will mean loss of access to all associated information, which will not be recoverable.

4.4 The date upon which NEURONUP begins to render the contracted plan will coincide with the date of registration of the same, which in most plans (unless the Specific Conditions direct otherwise) will occur once the client finishes the contracting process.

4.5 The plan will automatically renew for the same period of time chosen when first contracted or for the period requested later, with the indications herein established.

The client may request automatic renewal is halted by writing to NEURONUP at the following email address: [gestion@neuronup.com](mailto:gestion@neuronup.com) and include proof of identity by means of the option created for this purpose in the corresponding centre manager section.

4.6 The present general conditions will be deemed concluded when, aside from the legally established causes and those in the various clauses in these conditions, any of the following apply:

- a. Mutual Agreement between the parties.
- b. Non-renewal of the contracted plan/s.
- c. Non-compliance by either of the parties with the obligations arising from this contractual relationship.

Were the non-compliance by the client the cause for termination of this relationship, as determined in clause 4.6.c, then without prejudice to the penalties or compensation the client may have to fulfil vis-à-vis NEURONUP, this latter reserves the right to terminate the contractual relationship in advance and, thus, deprive the client of the contracted plans without prior warning or the right to claim compensation or the return of any amount paid.

Should these general conditions be terminated or rescinded for the aforementioned or any other causes permitted by law, the parties must fulfil the obligations assumed prior to contract termination vis-à-vis the other or third parties.

4.7 Unsubscription from one plan without changing to another and the termination of the contractual relationship prior to the end of the contract period does not entitle the client to receive any financial restitution.

## **5. CHANGING PLANS**

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5.1 A client who has contracted one Plan may change to another, whether the new one has greater content, resources and applications or less.

5.2 The client requests the change from NEURONUP by sending a mail to the following address: [gestion@neuronup.com](mailto:gestion@neuronup.com) providing proof of identity as a client. Once the Plan has been changed, no further change of Plan may take place in the 30 days from the last change.

## **6. SERVICE PRICE & PAYMENT METHOD**

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6.1 The client must pay NEURONUP the amount corresponding to the Plan chosen, which is given on [www.NEURONUP.com](http://www.NEURONUP.com) when the contract or renewal is effected.

6.2 Payment for the Plans will be in advance, thus NEURONUP will not provide the service until the amount for the service contracted has been received. Payment for the Plans contracted will be enforceable from the day the client contracts/requests them.

6.3 Payment for the products will be on a monthly or annual basis; the client may choose between the two options when contracting. They may later modify the frequency of payments by contacting NEURONUP at the following address: [gestion@neuronup.com](mailto:gestion@neuronup.com) providing proof of identity as a client.

6.4 Payment method: typically, NEURONUP offers their clients the following payment method: A charge to the credit card indicated by the client when contracting. The user authorises NEURONUP to take the necessary steps to receive payment for invoices issued per the payment method chosen.

NEURONUP chooses STRIPE to pursue collection issues for contracting and renewals. Thus, by way of these general conditions, the client authorises and consents to whatever actions are required to enable collection to be enforced.

6.5 By accepting this contract, the client expressly consents to the dispatching of invoices for the provision of the contracted Plans through online means, as per the current standard on this matter.

6.6 Should the client have any questions about the billing and payment of their Plans, they should ask them by writing to: [gestion@neuronup.com](mailto:gestion@neuronup.com) providing proof of identity as a client. Additionally, the client may access the invoice database from the platform so they can print or download their bills.

6.7 The fixed price applicable to the product contracted may be revised at any time by NEURONUP, in line with the provisions of the modification clause. If there is a change in the price of any of the Plans, the clients will be notified of the change before they are affected by the variation in the following invoice issued for their Plan. Thus, if they disagree with the change, they have the right to terminate the contractual relationship, unsubscribing from their plan(s) without any need to pay any additional cost, if their quota is up to date. When the current payment period finishes, the contractual relationship will be terminated and, therefore, the client will be deprived of the service should the new price still not be accepted.

6.8 The amounts detailed on the website or in annex I of these general conditions do not include any corresponding VAT. In any event, once the amount has been calculated and noted on the corresponding invoice, the client should then pay this amount.

6.9 For every rejected payment for reasons attributable to the client, NEURONUP shall seek redress from the client to the amount of expenses that, if appropriate, would have arisen from said rejection.

6.10 NEURONUP reserves the right to halt the service provided as a result of any incident involving payment for the Plan and/or lack of payment until the situation is resolved. Were the client to fail to pay following the first warning of a temporary halt, then they would be deregistered from the Plan for their non-compliance with the contractual Conditions. NEURONUP is to be held blameless for any data loss that might occur as a consequence of the temporary halt to or final deregistering from the service. Should the client contract the same Plan again, they must register all their data again.

## **7. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

7.1 Both the client and NEURONUP are committed to fulfilling the terms of the contractual Conditions applicable to them, acting fairly and in good faith.

7.2 NEURONUP is committed to offering optimum services, with all the means at their disposal, endeavouring to see them provided 24 hours a day, 7 days a week, in the safest way possible. The exception to this shall be any incidents that may arise as a result of the providers of the platform.

7.3 NEURONUP reserves the right to interrupt the contracted service for technical repairs or maintenance, as well as to improve the Plan. The client will be informed of such sufficiently in advance.

7.4 NEURONUP cannot guarantee the availability of the platform for the Plans contracted will be continuous and uninterrupted, given the possibility of problems with the Internet network, faults in servers or any other unpredictable contingency unconnected to NEURONUP. The client is willing, within the bounds of reason, to tolerate risks and imperfections or non-availability of the services resulting from the technical complexity of the programmes used and the range of possible usage in existence.

7.5 The contracted Plan is provided through the NEURONUP platform alongside other plans contracted by other clients, thus the platform is shared with other clients. By sharing the same tool with other clients, technical problems attributable to third parties may arise for which NEURONUP accepts no liability. Thus, the client expressly waives the right to claim for any contractual or extra-contractual liability or damages from NEURONUP for possible faults, slowness or errors when accessing or using the contracted product, without prejudice to the provisions of the current legislation.

Notwithstanding the above, should NEURONUP fail to meet the commitments assumed in these Conditions and provide an inefficient service for a period of over 24 hours without cease, the liability attributable to NEURONUP will be limited to returning the money charged for the plan during the period of interruption.



7.6 At no time does NEURONUP accept liability derived from data loss, business interruption or any other damages incurred in the normal operations of their products for failing to meet the client's expectations.

7.7 NEURONUP will let the client choose the language they wish to use in the mutual relationship (Spanish or English). Contractual conditions are published, accepted and sent to the client in Spanish only, no matter the browsing language, as the legal interpretation will always be in the original language in which it was written.

7.8 NEURONUP electronically stores a copy of the email received by the client upon the contract terminating, to which the Conditions of the contracted plan are appended should this have been the first contract between the parties.

7.9 NEURONUP is held harmless for:

- The content housed in the contracted plans and information issued and stored during exploitation, for which the client is responsible.
- The errors produced by the access providers.
- Any virus infecting their machines, whose protection is incumbent on the client.
- Intrusions by third parties into the plans contracted by the client.
- Incorrect configuration on the part of the client.
- Deterioration in equipment (client's terminals) or misuse (client responsibility).
- Infringement of intellectual or industrial rights or any other legitimate rights or interests that may arise from using the product contracted by the client.
- Anything that is exclusively attributable to the client.

7.10 By way of conditions for the usage of the contracted plan, NEURONUP prohibits usage that runs counter to good faith and, in particular (though merely illustrative):

- Usage that runs counter to the law or infringes the rights of third parties.
- The publication or transfer of violent, obscene, abusive, illegal, xenophobic or defamatory content.
- Content which breaches intellectual property rights.
- The collating and/or use of personal data from other users without their express consent or in contravention of the provisions of Organic Law 15/1999, dated 13 December, on Personal Data Protection.

7.11 The client acknowledges and accepts that the technical suppliers for platform maintenance may, exceptionally to address any type of technical issue, remotely access the platform and, therefore, its content. Should this occur, their actions would be limited to performing the work necessary to solve the problem, without using the action or data to which they may have access for any other purpose.

7.12 The client acknowledges that the characteristics of the contracted plan adjust to their needs, to which purpose they have been suitably informed by NEURONUP.

7.13 The client is solely responsible for accessing and using the contracted plan. Likewise, the client is wholly responsible for the content housed there, the information transferred and stored, the claims from third parties and the legal actions that may unfold with regard to intellectual property, personality rights and child welfare. The client is liable before the laws and regulations in force for the pursuit of their activity for which the corresponding plan is contracted. NEURONUP is held wholly harmless, whether directly or in an ancillary capacity, for any direct or indirect detriment the client may cause to third parties.

7.14 When using the contracted plan, the client is committed to:

- Keeping a back-up copy of the content housed on the contracted product in order to replace said content were it necessary.
- Keeping the email address supplied in the contracting form for communication with NEURONUP operational, active and up-to-date, as it constitutes the preferred means of communication at NEURONUP for an agile, fluid management of the requested service provided as a result of the contractual relationship which through this contract binds the parties. Should the client wish to change the contact email address provided on the contracting form, they should send their request to NEURONUP at the following email address: [gestion@neuronup.com](mailto:gestion@neuronup.com) where they should provide proof of identity, in order for communication between the contracting parties to remain uninterrupted. NEURONUP does not accept any liability that the lack of operability of the email address pertaining to the client or the failure to inform NEURONUP of the change in address may incur, or for the misrepresentation alleged by the client as a result of their own negligence in terms of keeping said information current.
- Retaining and assiduously using the platform access user and password, as these comprise the way NEURONUP can check that access is genuinely undertaken by the client or any other user authorised by this party. The client is solely responsible for the use of these identifiers and their disclosure, even to third parties, in addition to the actions or requests that authorised users - those granted the necessary permission - might pursue.

7.15 The plans offered by NEURONUP are for the exclusive use of professionals, thus for those cases where clients, pursuant to the current legislation, would be considered consumers and users, the present legislation will be applicable to them, rendering null and void - in these cases - as many of the clauses in these general conditions as necessary.

7.16 All the plans offered by NEURONUP through their platform are intended for adult professionals. Were a minor to engage any of the plans, NEURONUP would understand that authorisation had been given by the parents, tutors or legal guardians, as they would be considered responsible for the actions taken by the minors in their charge.

## **8. FORCE MAJEURE**

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Neither party shall be liable for any breach of the obligations arising from the contractual Conditions applicable to the plans contracted. Therefore, there is no right to compensation when such breach is the result of Force Majeure, as established in the current legislation. If the halt caused by this circumstance is greater than two months, the Conditions mentioned in the preceding paragraph may be cancelled at the request of either party.

## **9. INTELLECTUAL AND INDUSTRIAL PROPERTY**

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NEURONUP holds all the intellectual rights and any other rights related to the implementation and commercialisation of the contracted plans, the platform under which they operate, and the contents and resources shown on the platform, in the plans, on the Website and, in particular, the designs, texts, graphics, logos, icons, buttons, software, trade names, trademarks and any other signs capable of being used industrially or commercially are subject to NEURONUP intellectual and industrial property rights or third party-holders whose usage has been obtained in the right fashion.

For any action in which the client goes over and beyond compliance with the contractual Conditions, they shall require written permission from NEURONUP.

Pursuant to these General Conditions, the client shall acquire absolutely no rights or licences vis-à-vis the contracted plan, or over the content, resources, the plan technical information monitoring, apart from the rights and licences necessary to comply with these contractual Conditions and then only within the period of validity of the same.

At no time will it be understood that any licence has been granted or that there has been a waiving, transfer, full or part cession of these right; nor shall any rights or expectation of the same be conferred, in particular for the alteration, exploitation, reproduction, distribution or public notification of said content without prior written consent from NEURONUP or the corresponding title-holders.

The client accepts that access to the NEURONUP website, platform, plans, content or resources grants them no rights over the intellectual property of the same, not for modifying or altering or for exploitation, misappropriation or commercialisation or to undertake any act of vilification, confusion, harnessing of reputation, or any act of unfair competition which breaches intellectual property rights

Thus, NEURONUP grants (not sells) a Licence for the client to use, but solely under the terms of this Licence, the platform, plans, content and resources, in addition to any documents or other support that accompanies this Licence. NEURONUP expressly reserves all the rights not conceded to the Licensor/Client and only authorises the Client to use, through the authorised website, and harness the functionality of the Software solely in accordance with the terms of this contract. The rights conceded in accordance with the terms of the present conditions affect any act, modification, extension, etc. of the application that replaces and/or complements the platform and its plans.

## **10. CONFIDENTIALITY**

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Any information or documentation either of the parties provides the other in pursuing and executing the present contractual Conditions shall be considered confidential and exclusive to the provider and may not be conveyed to third parties without their consent.

The parties exclude the following from the category of confidential information: all information shared with third parties by the party which possesses it, any that becomes public, any that must be disclosed under the law or a judicial resolution or peremptory act by a relevant authority and any that is obtained by a third party that is not bound by any form of confidentiality.

This obligation related to confidentiality shall last for two (2) years beyond the termination of the aforementioned contractual Conditions.

Neither of the parties shall acquire any rights over any confidential information or other rights pertaining to the other party.

## **11. PERSONAL DATA PROTECTION**

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11.1. NEURONUP guarantees the protection of personal data provided by the client through their website and/or any other means, in accordance with the provisions of Organic Law 15/1999, dated 13 December, on Personal Data Protection (henceforth, LOPD), Royal Decree 1720/2007, dated 21 December, which approved the Development Regulation for the LOPD (henceforth, RDLOPD) and all other applicable legislation. This data protection or privacy policy is applicable to those data willingly communicated in emails with NEURONUP, through completing data collation forms, formalizing a contractual relationship with the organisation or using any other service present on the website that involves the communication of data to NEURONUP or access to data by said organisation for the provision of services.

Contracting and using NEURONUP services explicitly implies acceptance of this policy.

11.2. NEURONUP informs their client that the personal data collated from users is processed to provide the requested service and that NEURONUP meets the technical, organisational and safety measures to ensure the confidentiality, availability and integrity of the information in accordance with the details of the applicable legislation, and these data will be stored in a file created and maintained under the responsibility of NEURONUP.

11.3 In any event, the client shall respond for the veracity of the data provided; NEURONUP reserves the right to exclude anyone who has provided false data from the recorded files, without prejudice to any further actions that may be taken under the law.

11.4 Sending an email to NEURONUP or informing the same party of any other personal data through whichever medium implies consent given freely, unequivocally, in an informed manner and expressly for NEURONUP to process the personal data, which will be undertaken to attend to all communication received.

When contracting the services offered by NEURONUP, the data will be treated to maintain the contractual relationship that, where appropriate, is established in line with the nature and characteristics of the contracted service, for the maintenance of archives and for research and development work.

11.5 On the contracting form NEURONUP allows its clients to choose whether they wish to receive business information. No matter which option is chosen, they may modify the choice at any time, indicating this wish to NEURONUP via the following email address: [lopd@neuronup.com](mailto:lopd@neuronup.com) where they will provide proof of identity as a client.

In those cases where the clients choose to receive business information, they freely, expressly and unequivocally accept their data will be collated to enable contact between user and NEURONUP. They shall be informed that their data are processed to send them documentation and information related to the services, trade and/or advertising communiqués about the same or similar, by post, telephone, email, SMS or any other medium.

11.6 NEURONUP intends to cede or submit data which per article 11 of the LOPD is required to meet the contractual obligations of the service with the Public Administrations and, equally where applicable, other organisations, when required to do so by the current Legislation; the client authorises the cession of their data under these terms.

11.7 NEURONUP notes that, without legally constituted representation, no client may use the identity of another person and convey their personal data; thus, at all times, they must provide NEURONUP with personal data corresponding to their own identity and that these are suitable, pertinent, current, exact and truthful.

To which purpose, the client will be solely liable for any direct or indirect damage caused to third parties or NEURONUP using another person's personal data, or their own personal data when these are false, in error, not current, unsuitable or impertinent. Likewise, the client who provides the personal data of another party will respond to the same under the terms of the reporting obligation established in the LOPD for when personal data have not been collected from the interested party and/or the consequences of not having informed said person.

11.8 The services provided by NEURONUP through their platform are intended for adult professionals. Were a minor to use any of the services, they would have to receive authorisation from their parents, tutors or legal guardians, as they would be considered responsible for the actions taken by the minors in their charge.

11.9 The user may at any time exercise their rights to access, rectify, cancel or oppose, in the cases where this is possible, by sending a written request indicating the petition or right to be exercised, together with suitable proof of identity, to NEURONUP at the following postal address: Avenida República Argentina No. 24, Logroño (La Rioja); or by email to [lopd@neuronup.com](mailto:lopd@neuronup.com).

11.10 In those cases where NEURONUP must access and/or process personal data belonging to their clients for suitable provision of the contracted services, this former will process the corresponding data as the data processor, in accordance with the provisions of article 12 in the LOPD and concordant with the RDLOPD, observing all technical and organisational measures corresponding to the safety level of the data.

## **12. MODIFICATION**

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12.1 NEURONUP reserves the right to modify the characteristics and conditions of its plans and platform in any way, to the benefit and for the development of the same. For this purpose, the company need not do any more than inform the client with an online message and/or add this modification to the applicable contractual Conditions and/or send this by email.

Thus, the information on characteristics, prices and business information for the services that are given on the NEURONUP website shall supplant those given in this document.

12.2 NEURONUP shall convey these modifications in writing as soon as possible so the client can adjust to them. Having been informed of the alteration, if the client is not in agreement with the new conditions, there is a period of 14 calendar days from receipt of said communication to terminate the contractual relationship between the parties. Should the client not oppose this communication within this time, the new conditions will be understood as accepted.

12.3 Notwithstanding the above, NEURONUP will make a copy of the current contractual conditions available to all their clients, publishing it on their website.

### **13. TRANSFER**

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The client may not transfer rights and obligations to third parties derived from the contractual Conditions with NEURONUP, without prior written consent from this latter, except for plans which offer the opportunity to activate multiple users, in which case they will be transferred in line with the directives and philosophy of the service.

For their part, NEURONUP may transfer and/or subcontract to third parties the provision of the services considered in these Conditions without the need to inform the client, with whom the contractual relationship will remain, all of which without prejudice to the current legislation, for which the client will grant their consent in advance.

### **14. LIABILITY AND WARRANTY DISCLAIMER**

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14.1 Under no circumstances will NEURONUP or its officers or senior management, administrators, stakeholders or dependent workers incur liabilities for a cause that is directly or indirectly related to the use of the contracted product by the client.

14.2 The parties acknowledge that the entry into force of these Conditions does not imply any kind of representation, delegation, warranty or other agreement different to those expressly described herein.

### **15. APPLICABLE LEGISLATION AND RELEVANT COURTS**

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15.1 Spanish legislation shall be applicable for matters unforeseen in the general conditions, or the interpretation and resolution of disputes which may arise between the parties as a result of the aforementioned conditions.

15.2 Were any conflict or difference to arise between the parties regarding the interpretation and execution of the contractual Conditions applicable to the client which are not resolved by mutual agreement, then this shall be resolved at the behest of either party, following written communication from one to the other, through mediation under the terms of Act 5/2012, dated 6 July, on mediation in civil and trade matters and its development regulations.

15.3 All the above shall be understood without prejudice to the two parties submitting to the Courts and Tribunals of the City of Logroño, waiving rights to their own jurisdiction if such exist. In the case of consumers or users, they shall be subject to current procedural law.



15.4 Were any stipulation included among these contractual Conditions declared null and void fully or in part by a tribunal or appropriate authority, the remaining stipulations will remain valid, unless the parties choose to terminate the Contract at their discretion.

15.5 During the process of any disagreement and/or arbitration or judicial procedure, if possible the contractual Conditions will continue to be met.

## ANNEX I: RESOURCES AND APPLICATIONS INCLUDED IN EACH PLAN

### NeuronUP Kids:

Access to executive functions and attention intervention material for children. The material is divided into paper and digital sheets, generators and games.

Access to user manager

Chance to plan work sessions and structure intervention programmes

Access to extra resource,

Online and Phone Support

Access to content updates

Access to Online training given by NeuronUP

No.	CONTRACT DURATION	PRICE*
1	1 month	€29.00
	12 months	€23.00

\* These prices do not include the corresponding VAT

### NeuronUP Adults:

Access to adult intervention material on Orientation, Attention, Memory, Language, Executive Functions, Praxis, Gnosis and Social Cognition. The material is divided into paper and digital sheets, generators and games.

Access to user manager

Chance to plan work sessions and structure intervention programmes

Access to extra resource,

Online and Phone Support

Access to content updates

Access to Online training given by NeuronUP

No.	CONTRACT DURATION	PRICE*
1	1 month	€75.00
	12 months	€60.00

\* These prices do not include the corresponding VAT

NeuronUP Complete:

Access to adult and child intervention material on Orientation, Attention, Memory, Language, Executive Functions, Praxis, Gnosis and Social Cognition. The material is divided into paper and digital sheets, generators and games.

Access to user manager

Chance to plan work sessions and structure intervention programmes

Access to extra

resource, Online and Phone

Support

Access to content updates

Access to Online training given by NeuronUP

No.	CONTRACT DURATION	PRICE*
1	1 month	€85.00
	12 months	€69.00

\* These prices do not include the corresponding VAT

## ANNEX II: TECHNICAL REQUIREMENTS

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In order to access the content and resources on the NeuronUP platform and all the latest developments, we recommend you use browser like Firefox and Chrome, which update automatically, to make the most of our multimedia activities.

If you use Internet Explorer as your browser, it is very important that it is updated to the latest version. Versions prior to 10 have become outmoded and we cannot ensure the website will work properly. You may experience problems with our platform if you access the site from an older version of your browser.

Certain activities, e.g. the games and simulators, need a plug-in to work. If you use a browser that does not have a default Adobe Flash Player plug-in, download the latest version for free from the platform.

There are activities with a significant amount of additional content, e.g. the games and digital sheets which include photographs, audio tracks or a multitude of images. The waiting time for the activity to load fully may rise if the speed of the Internet connection is slow or the hardware on your computer is not powerful enough.