



## TERMS OF USE FOR THE NEUROTEST WEBSITE (NEUROTEST.COM) AND THE SUBTLE COGNITIVE IMPAIRMENT TEST (SCIT)

### General Statement

Welcome to the NeuroTest website. These terms and conditions govern NeuroTest Pty Ltd's ("our") relationship with you. By clicking to agree to access this website you are agreeing to comply with and be bound by the following terms and conditions of use, which incorporate our privacy policy at <http://neurotest.com/policy/privacy.html>, information security at [http://neurotest.com/policy/information\\_security.html](http://neurotest.com/policy/information_security.html) and refund policy at <http://neurotest.com/policy/refund.html> (**Terms of Use**). If you do not accept to be bound by these Terms of Use, do not use the NeuroTest website or the SCIT.

### 1. These Terms of Use are intended to govern all users of the NeuroTest website and the Subtle Cognitive Impairment Test (SCIT)

This agreement sets out the contractual terms and conditions under which all users and potential users are permitted to use Neurotest.com and/or the Subtle Cognitive Impairment Test ("SCIT"), including but not limited to such users as individuals ("Individual Users"), the parents or guardians of children under the age of 18 on the condition that they accept the Terms of Use on behalf of their children ("Parent" or "Parents"), researchers and medical providers ("Clients"), research organisations, schools, companies or institutions who may need access to the SCIT, results from the SCIT and/or other personally identifiable information ("Institutional Users"). Unless the context requires otherwise, "User" means Individual Users, Parents, Parents on behalf of Users under the age of 18, Clients, and Institutional Users. For purposes of this agreement, the word "you" or "your" and "User" (depending on the context) shall be interpreted to include children under the age of 18 on the understanding that the parent or guardian accepts the Terms of Use on their behalf.

By accepting these Terms of Use as part of completing the online registration process on this website, you as the "User" or "Parent" of a User under the age of 18 enter into an agreement with NeuroTest Pty Ltd and agree to be bound by the terms and conditions outlined in these Terms of Use. The use of any product or information provided on the NeuroTest website (including the SCIT) or otherwise provided by NeuroTest Pty Ltd, is entirely voluntary. If you do not wish to be bound by these Terms of Use, do not register for the SCIT or use any product or information provided on the NeuroTest website.

### 2. The SCIT is not a medical device and NeuroTest Pty Ltd, the NeuroTest website and the SCIT are not designed or intended to provide a medical diagnosis or medical advice.

The NeuroTest website and its contents, including the SCIT, the data produced by the SCIT and any other information on the NeuroTest website is provided for informational purposes only.

Neither the NeuroTest website nor the SCIT are designed or intended to provide medical advice or a medical diagnosis. The SCIT provides a simple measure of cognitive function



and may assist individuals, medical practitioners, researchers and others to measure or assess changes in cognitive function over time. There are many factors that can affect cognitive function, such as sleep loss, alcohol consumption, substance abuse, distraction and diet that have nothing to do with dementia, brain injury or disease. While the SCIT can detect some changes in cognitive function it provides no guidance as to the cause of any change in cognitive function.

You accept that the material provide on this NeuroTest website, including the SCIT, is for general evaluative purposes. It cannot be used and should not be used, to diagnose any medical condition and is not fit for that purpose. It is not intended to be relied on by, or create any warranty to, any visitor to the NeuroTest website or any other person. In particular, you should make your own enquiries and seek independent advice from relevant medical, health, or other competent health industry professionals before acting in reliance on the material posted on the NeuroTest website or the SCIT.

### **3. Disclaimer of Warranties; Limited Liability of NeuroTest Pty Ltd**

The NeuroTest website requires transmission of your personal data as a process of purchasing or registering for the SCIT and through responses to the SCIT via media connections beyond the control or supervision of NeuroTest Pty Ltd. To the extent permitted by law, NeuroTest Pty Ltd disclaims any and all liability for or relating to, the delay, failure, interruption, corruption or loss of any data transmitted in connection with use of the NeuroTest website and/or the SCIT.

You agree that you must take your own precautions to ensure your access to the NeuroTest website does not expose you to the risk of viruses, malicious computer code or other forms of interference that could damage your computer, and NeuroTest Pty Ltd accepts no responsibility, and we are not liable to you, for any interference or damage to your computer system which arises in connection with your use of our website.

To extent permitted by law, NeuroTest Pty Ltd and its officers, directors and affiliates expressly disclaim any representation or warranty related to the accuracy, reliability, completeness, correctness, fitness for purpose or timeliness of the NeuroTest website, the SCIT, articles or advice provided to you through the NeuroTest website, links that may appear on the NeuroTest website and other material that may be made available from time to time on the NeuroTest website.

To the extent permitted by law, we are not liable to any User or any third party for any loss whatsoever resulting directly or indirectly from any action taken by the User in reliance on the material, including the SCIT, posted by us or others on the NeuroTest website or available on other websites linked to the NeuroTest website.

### **4. Individuals under the age of 18 years are only permitted to use the SCIT with the express consent and permission of a parent or guardian.**

Individuals under the age of 18 are not permitted to register for or use the SCIT and do not have our permission to use the SCIT without parental consent. As part of the registration process, all potential Registrants are required to provide their date of birth and expressly guarantee that they are 18 years of age or older. NeuroTest Pty Ltd, its officers, directors and affiliates disclaim any liability with respect to Registrants who falsely declare their date of birth or that they are 18 years of age or older.

A parent or guardian who wishes their child of less than 18 years of age to use the SCIT must register and purchase a test for their child's use. By doing so they expressly provide consent for their child to undertake the SCIT and warrant that if the child is old enough to understand



that their personal information will be collected, the child has given his or her parent consent to agree on his or her behalf.

Clients or Institutional Users who purchase tests for use with minor children must obtain parental consent and to provide the parents a copy of these Terms of Use and the NeuroTest Privacy Policy and Information Security Policy. Clients or Institutional Users agree to obtain the appropriate written consent from the parent or guardian of any and all children who are less than 18 years of age before allowing the child to use the SCIT. Clients or Institutional Users other than schools who distribute the SCIT to minor children under the age of 18 years old must not rely on general consent to treatment or other general medical consent forms and must obtain the written consent of the Parent or guardian for their minor child to use the SCIT. Failure to obtain the required written informed parental consent shall constitute a violation of this Agreement.

In the event that NeuroTest Pty Ltd becomes aware that required informed consent from a parent or guardian has not been obtained, NeuroTest Pty Ltd may delete a minor child's information from the NeuroTest and SCIT database and no User whatsoever shall be entitled to a refund of the purchase price of the SCIT or to any other form of compensation.

The Parent or a Client or Institutional User authorized by the Parent, is solely responsible for providing supervision of any minor child's use of the NeuroTest Website and the SCIT. This includes the supervision of a minor child while undertaking the SCIT and ensuring that the child understands the need to pay attention to the test and respond as accurately as possible and that the test environment is quiet and free from distractions. A Parent, Client or Institutional User authorized by the Parent, who registers a child shall assume full responsibility for ensuring that the registration information is kept secure and that the information submitted is accurate and complete. The minor child's Parent or a Client or Institutional User authorized by the Parent, also assumes full responsibility for securing, from a qualified medical professional, the appropriate interpretation and use of any information provided through the NeuroTest Website and/or the SCIT.

### **5. Information Privacy and Use of the NeuroTest Website and the SCIT.**

NeuroTest Pty Ltd is committed to protecting the privacy of information from all users in accordance with requirements of the Australian Privacy Act and the Victorian Health Records Act. To the extent that the Website is accessed by users in other jurisdictions, NeuroTest Pty Ltd cannot guarantee it complies with relevant privacy legislation in other jurisdictions and Users must make their own enquiries. The NeuroTest Pty Ltd Privacy Policy and Information Security Policy provide definitions of information types and usage and procedures used to protect that information. In agreeing to these Terms of Use, Users are also agreeing in full with the terms and procedures laid out in those policies.

Users are responsible for complying with their obligations under the Privacy Policy and Information Security Policy and for safeguarding Personally Identifiable Information (as defined in the Privacy Policy and Information Security Policy) and Other Personal Information (as defined in the Privacy Policy and Information Security Policy). Such Users hereby agree to indemnify and hold harmless NeuroTest Pty Ltd and its officers, directors and affiliates, from any claim from any User, Parent or governmental or law enforcement agency which arises from a failure of the Parent, Client or Institutional User to adequately safeguard the integrity of any User's data or to adhere to the terms of the Privacy Policy, Information Security Policy, or these Terms of Use.

NeuroTest Pty Ltd does not knowingly collect and retain any Personally Identifiable Information from minors younger than 18 years of age, except with the consent of a Parent or guardian.



## **6. Use of the NeuroTest Website and of the SCIT**

Each Individual, Parent, Client or Institutional User may register to use the SCIT and may purchase multiple SCIT tests for their own use as an Individual User or for use by other Individual Users, including minor children under the age of 18 years. Users are granted a limited non-transferrable license to use and distribute the SCIT, but not resell, for the purposes of establishing a baseline cognitive assessment or for measuring cognitive function, subject to these Terms of Use.

By registering for the SCIT, each User agrees to abide by the Terms of Use and, to the extent permitted by law, to defend, indemnify, and hold harmless NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable solicitor's (on an indemnity basis) and accounting fees, resulting from, or alleged to result from, any violation of these Terms of Use by them or a person using their password, regardless of whether such violation is intentional, negligent or inadvertent.

## **7. Ownership of Intellectual Property**

The intellectual property in the NeuroTest website, the SCIT and the other materials provided on the NeuroTest website are protected under applicable laws. All right, title and interest in and to the NeuroTest website and the SCIT shall remain solely with NeuroTest Pty Ltd or its affiliates or licensors. NeuroTest Pty Ltd grants to the User a non-transferrable, non-exclusive license to access, download and use its web site solely for his or her personal use, or in the case of an Institutional User, the Institution's use.

Any reproduction or use of the NeuroTest website or any part of it, the SCIT and/or the materials made available to Users on the NeuroTest website that is not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate patent, copyright, trademark and other laws.

NeuroTest Pty Ltd reserves the right to alter, change or modify without prior notice the NeuroTest website and/or the SCIT.

Rights (if any) in relation to data collected by NeuroTest Pty Ltd in the course registering for the SCIT, taking or being administered the SCIT, or completing any other activities contained within the NeuroTest website, are exclusively owned by NeuroTest Pty Ltd. To the extent that the site User retains any rights in any data collected by NeuroTest Pty Ltd, the User hereby grants to NeuroTest Pty Ltd, to the maximum extent permitted by law, an exclusive, worldwide, perpetual, and fully-paid up license to use such data (refer to the Information Security Policy) for the purpose of managing the Website and the registration.

## **8. Privacy and Submission of Personal Information**

Registering for the SCIT, purchasing SCIT tests, and taking the SCIT will require Users to transmit personal information to NeuroTest Pty Ltd. The transmission of such personal information by any User and NeuroTest Pty Ltd's use and retention of such personal information is governed by the terms of NeuroTest Pty Ltd's Privacy Policy and Information Security Policy. In the event of an inconsistency between this Agreement and the Privacy Policy and/or the Information Security Policy, these Terms of Use shall prevail.

## **9. Issuance and Use of the NeuroTest Pty Ltd Password**

When registering for the SCIT, Users will be assigned, or can choose to register with NeuroTest Pty Ltd, a unique password which will enable them to access aspects of the



NeuroTest website related to administering and taking the SCIT and retrieving their SCIT data. Users are solely responsible for taking all reasonable steps to safeguard their password against access by an unauthorized person. Users shall be solely responsible for ensuring the security of their password, authorizing use of such password, contacting NeuroTest Pty Ltd immediately upon learning of a misappropriation of such password and/or requesting to deactivate their password. Users hereby acknowledge that NeuroTest Pty Ltd cannot be held responsible for any failure on the part of such User to properly safeguard its password. Users grant NeuroTest Pty Ltd and all other persons or entities involved in the operation of the NeuroTest website and/or the SCIT the right to transmit, monitor, retrieve, store, and use this information in connection with the operation of the NeuroTest website.

#### **10. Links to Other Sites and Advertisements**

From time to time the NeuroTest website may include links to third-party websites. These links are provided for your convenience to provide further information. They do not signify that NeuroTest Pty Ltd endorses the website(s). NeuroTest Pty Ltd assumes no responsibility or liability for the content or accuracy of the third-party website(s). Users agree that any use of third party links is at their own risk and subject to the terms and conditions of use for such sites.

#### **11. Indemnity**

All Users expressly agree that the SCIT is not intended to be used as a diagnostic tool or for any indication as to whether a person has a medical condition. Any such interpretive use by Users is an express violation of the Terms of Use of the NeuroTest website and the SCIT.

All Users agree to indemnify NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates on a solicitor client basis against any claim by a third party arising out of a breach of these Terms of Use either by the User or a person using the User's password or ID, regardless of whether such violation is intentional, negligent or inadvertent.

#### **12. NeuroTest Pty Ltd reserves the right to take legal action and to seek damages and costs for any violation of these Terms**

In the event that a User violates these Terms of Use, NeuroTest Pty Ltd, its officers, directors, agents, licensors, suppliers, successors and affiliates reserve the right to seek damages and costs to the maximum extent permitted by law. Should any User violate any of these Terms of Use, that User's license to use the SCIT and any related portion of the NeuroTest website is automatically and immediately revoked and terminated and that User will be required to immediately destroy any copies they have made of any portion of the SCIT.

NeuroTest Pty Ltd

PO Box 1340

Glen Waverley, VIC 3150

Australia

Email: [contact@neurotest.com](mailto:contact@neurotest.com)

## Terms of Use



The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.

These Terms constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the use of the NeuroTest website and the SCIT. Headings are for ease of use and reference, and do not affect interpretation. The word “includes” means includes but not limited to. These Terms may be modified or amended from time to time by NeuroTest Pty Ltd. When notified of such modification the User shall either accept such modification or their account will be deactivated.

These Terms of Use are governed by Victorian law. The Victorian and Australian federal courts have the exclusive jurisdiction to judge any claim in connection with the use of this Website or the SCIT. If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will nevertheless remain in full force.