

GENERAL TERMS AND CONDITIONS OF USE OF THE MELOMIND APPLICATION

Article 1 – Main objectives of the Application

Our App is a free service, consisting of a mobile app that allows You to understand how your brain naturally relaxes and teaches you how to control this process through a fully personalized training program.

This service is developed by **CYREBRO NEURO SIGNALS**, (a simplified joint-stock company with a capital of 510,000 euros, registered with the Paris Trade and Companies Register under number 878 514 686, whose registered office is located at 28 rue des Petits Hôtels, 75010 Paris, France.

The Application will provide You with its services if You accept these General Terms and Conditions of Use, the purpose of which is to set up the technical, practical and legal terms of the relationship between You and the Application.

Consequently, CYREBRO NEURO SIGNALS invites You to read these General Terms and Conditions of Use (hereinafter "T&Cs") which You accept and undertake to respect.

Article 2 - Definitions

For the purposes of these General Terms and Conditions of Use, the following words and expressions shall have the meaning below when they are spelled in capital letters. They will have the same meaning whether they are used in the plural or in the singular:

T&Cs: refers to these terms of use which are intended to define the General Terms and Conditions of Use (hereinafter "T&Cs") of the Application. The T&Cs apply to all users of the Application;

Personal Data : refers to personal data within the meaning of the Personal Data Regulation;

Personal Data Regulation: refers to Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms, as amended by subsequent texts, Regulation (EU) of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 as well as any other provision that supplements or replaces them at a later date;

Application: refers to the MELOMIND mobile application ;

You/User: refers to the User of the Application, i.e. the person who browses it.

Article 3 - Description of the operation of the Application

○ You are using the App for the first time:

You can find our App on Google Play Store for your Android mobile or on Apple Store for your IOS mobile.

Once the App has been downloaded, you need to connect it to your headset. This helmet is not a medical device but a tool for well-being.

To do this, please turn on the headphones by pushing the button on the side of the left earbud, below the "-" and "+" buttons. You can then open the app on your mobile. You are then invited to scan the QR Code on your headset or connect your mobile via Bluetooth.

Then, you create your user account. The following information is required: your email, a username that will designate You and a password that will have to be repeated to confirm it. You will also be asked to accept the processing of Your Personal Data as well as the General Terms and Conditions of Use and the Privacy Policy of the Application.

In the event that You refuse the General Terms and Conditions of Use of the Application, You may not continue to use the Application.

You can then create your account by tapping on "Create My Account". The next steps will consist of providing personal information about you such as gender, age, profession, country and city in which you reside as well as the choice of language, voice and texts of the Application.

A confirmation of the creation of your account will be sent to your email address.

○ You already have a user account

You open the Application, you turn on and connect your headset either by scanning the QR code of your headset or by activating the Bluetooth of your mobile. You then log in to your existing user account using your already created user name and password.

You then launch your session and discover the proposed exercises.

○ The course of the session:

When you press "Play" to launch the program, it is divided into 4 successive steps:

- Step 1: Helmet and electrode adjustment phase
- Step 2: Calibration phase: this involves determining and monitoring the parameters of the algorithms
- Step 3: Neurofeedback session phase, the duration of which varies according to the type of exercise that is logically imposed, unless You have chosen the free session for which the duration is free
- Step 4: Results phase: a curve of the session with the variations in the index of your relaxation is presented to you as well as the score you have obtained

For additional information on how to use and operate the Application, You are invited to read the Application's user manual.

Article 4 - Password protection

You are solely responsible for all actions that take place while using your MELOMIND account. We advise You to keep your username/password in a secure place so that no one can use them without your knowledge. CYREBRO NEUROSIGNALS disclaims any liability related to any loss caused by the use of your username/password, whether or not You are aware of such use.

Article 5 – Access

Access to the Application is by nature open to adults. Any use of the Application by the minor must be carried out under the full responsibility of the holder of parental authority with regard to him/her.

From a technical point of view, access to the Application is possible 24 hours a day, 7 days a week, subject to the occurrence of a case of force majeure, possible breakdowns or any maintenance operation necessary for the proper functioning of the Application.

In any event, You acknowledge that You have the necessary skills and means to access and use the Application. As such, You must have a mobile phone or any other device with an Internet connection, the settings of which obviously allow the Application to function properly. You declare that you are aware of the risks and accept them. In particular, you acknowledge that the information that passes through or is stored there may be intercepted or altered independently of the Application's control.

Article 6 - Liability

CYREBRO NEUROSIGNALS cannot therefore be held responsible for any malfunction or contamination of your computer equipment during or after your browsing on the Application, impossibility of access or poor conditions of use attributable to this equipment, the Internet service provider, the congestion of the Internet network, or any other reason beyond the control of CYREBRO NEUROSIGNALS. It also goes without saying that the costs of electronic or telephone communications incurred by the use of this equipment are your sole responsibility and will not be borne by CYREBRO NEUROSIGNALS.

You acknowledge that CYREBRO NEUROSIGNALS reserves the right to modify, temporarily or permanently interrupt all or part of the services. CYREBRO NEUROSIGNALS cannot be held liable in the event of temporary, partial or total unavailability of the Application, in particular in the event of maintenance, in the event of a technical incident and, more generally, in the event of an event beyond its control.

Article 7 - Intellectual Property

The Application and each of the elements that make it up, such as trademarks, logos, photographs, texts, presentations, brochures, illustrations, computer programs, animations, data, databases, animated or non-animated images, sounds, drawings, graphics, slogans, presentation sheets of digital services, names of digital services, and associated visuals, videos or texts and other than those relating to links to third-party sites are subject to Intellectual property rights granted to CYREBRO NEUROSIGNALS. They are the exclusive intellectual property of CYREBRO NEUROSIGNALS.

All of these elements are protected by the Intellectual Property Code and worldwide against any use not authorised by law or these T&Cs, under penalty of legal proceedings in the event of non-compliance.

As such, and in accordance with the provisions of the Intellectual Property Code, only use for the User's private purposes, subject to more restrictive legal provisions, is permitted. More specifically, consultation of the Application does not entail any license or transfer of rights relating to the elements of CYREBRO NEUROSIGNALS, unless expressly stipulated on the Application.

Thus, without the prior written consent of CYREBRO NEUROSIGNALS or the holder of the rights relating to an element on the Application, any copy, reproduction, representation, adaptation, modification, translation, distribution, distribution or distribution in whole or in part of the Application as well as the transfer to another Application of these elements, in whole or in part, by any process whatsoever and on any medium whatsoever, are prohibited. and constituting an act of counterfeiting, an infringement of the rights of the database producer, an act of unfair competition and/or parasitism, punishable under Articles L. 335-2, L. 335-3, L. 342-1 et seq. and L. 716-1 of the Intellectual Property Code, and Article 1240 of the Civil Code. Any unauthorised use of the content or information of the Application, in particular for commercial purposes, may thus be subject to prosecution on the basis of the above-mentioned grounds by the holders of the rights in question, who reserve the right to claim damages.

You are authorized to consult, view and download the documents and information available under the following conditions:

- the documents may only be used for personal purposes, for information and in a strictly private context in accordance with Article L. 122-5 2° of the Intellectual Property Code;
- The documents and information may not be modified in any way.

Article 8 – Modification of the General Terms and Conditions of Use

CYREBRO NEUROSIGNALS reserves the right, in particular as a result of changes to its services, to modify or update the General Terms and Conditions of Use at any time and without prior notice to You. If applicable, the last update date will be specified on the Application.

You should therefore check the Application regularly to stay informed of any changes or updates to the Terms and Conditions of Use of the Application.

CYREBRO NEUROSIGNALS cannot guarantee the accuracy, completeness or timeliness of the information published on its Application, nor the conformity of said information with the use that the User wishes to make of it. You acknowledge that you are solely responsible for using this information.

Article 9 - Assignment

In the event of a transfer of CYREBRO NEUROSIGNALS to a third party, You acknowledge that you give your prior consent to the terms of the Terms of Use in accordance with Article 1216 of the French Civil Code.

Article 10 – Personal data

The processing of Personal Data collected from the Application is carried out in compliance with the Personal Data Regulations.

Identity of the data controller: the data controller is CYREBRO NEUROSIGNALS, which collects and processes Personal Data on its own behalf.

Type of Personal Data collected and time of collection: in accordance with the principle of minimization, only the necessary Personal Data will be collected. This includes data relating to your identification (surname, first name, email address), data relating to your physiological activity (EEG electroencephalographic data), data relating to your feelings (level of anxiety, stress, and level of relaxation) and other data (age, sex, level of education, profession, place of residence, sports or artistic activity and previous experience related to relaxation). User profile data is collected when the user creates the account.

Data related to the use of the MELOMIND application is collected throughout the duration of use of the Application and as long as the user account is not closed. However, the collection of this data can only take place under the fulfilment of three cumulative conditions:

- the user places the headset on their head;
- This helmet has properly installed electrodes;
- the user starts the programming of a session of the MELOMIND application.

Therefore, if one of the three conditions mentioned above is not met, no data on the user's brain activity can be collected (e.g. if the user uses the headphones without the presence of electrodes to listen to music)

Why and how do we use your Personal Data? We use the Personal Data we collect for the following purposes:

- To offer you a personalised relaxation programme with regard to the information communicated, in particular through the use of headphones;
- Carry out research on the cognitive processes involved in the mechanisms of stress, emotion, sleep, attention and relaxation management through the analysis of Personal Data and in particular, brain activity data;
- Train the algorithms that make the Application work and build a training database;
- To improve the operation of the Application.

Sharing of your Personal Data : Your Personal Data will be transmitted exclusively to CYREBRO NEUROSIGNALS in a secure manner. Your Personal Data will also be accessible by CYREBRO NEUROSIGNALS' subcontractors and possibly by CYREBRO NEUROSIGNALS' scientific research partners.

Protection and management of your Personal Data:

- **Encryption and security :** methods of encryption and pseudonymization of data are implemented by CYREBRO NEUROSIGNALS.

- **Retention of your Personal Data** : your Personal Data will be kept by CYREBRO NEUROSIGNALS for the duration of the use of the Application and up to three years from the closure of the user account. They may be kept for two more years from the date of closure, in archives and for evidentiary purposes in accordance with the legal statute of limitations;
- **Destruction of your Personal Data** : your Personal Data is destroyed as soon as the retention period has been reached.
- **Data transfers within the EU**: The Personal Data that we collect and process as part of our MELOMIND application is stored only within the European Union. It is not transferred outside of this territory but some of our subcontractors may be U.S. citizens. The subcontracting activities are then configured to be carried out in France or within the European Union only;
- **Modification of the Privacy Policy** : this Privacy Policy may be modified and updated at any time by us and without prior notice to you.
If applicable, the last update date will be specified on the application. It is therefore strongly recommended that you regularly check our Privacy Policy to keep yourself informed of any updates or changes made.

Rights over Your Personal Data:

You are free to accept, refuse or withdraw your consent to the collection and processing of your Personal Data at any time.

You have the right to access, rectify, erase, portability and, where applicable, limit the processing of your Personal Data. You also have the right to object, for legitimate reasons, to your Personal Data being processed by the data controller.

You can set the guidelines for the fate of your Personal Data in the event of your death. You may lodge a complaint with the competent supervisory authority at any time, request information from the organizations of CYREBRO NEUROSIGNALS and obtain compensation for the damage suffered in the event of material or moral damage due to the violation of the Personal Data Regulations.

Concerns/Complaints: If you have any concerns or claims about our privacy policy, or if you wish to exercise your rights in relation to your Personal Data, you may contact us:

- An email to the email address: legal@cyrebro.com

Any request to exercise rights over Personal Data will be processed as soon as possible and will result in an effective solution.

Article 11 - Mediation

In the event of a dispute relating to the interpretation and/or execution of the General Terms and Conditions of Use, You have the option of resorting to a conventional mediation procedure or any other alternative dispute resolution method.

Article 12 - Applicable law and jurisdiction

These General Terms and Conditions of Use are subject to French law. The User accepts that any dispute relating to the interpretation and/or execution of the General Terms and Conditions of Use shall, as far as possible, be settled through amicable negotiations. Failing this, and within the limits of the applicable law, the dispute will be submitted to the district court of the defendant's domicile.

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