



## Kinuu Membership Agreement (In-Center)

Welcome to Kinuu and the BrainyAct® experience. Below are the Kinuu membership terms for our In-Center Program ("Membership Agreement"). Please review carefully prior to signing. Thanks for joining us.

- 1. PROGRAM TERMS:** You and your child have signed up for our In-Center Program. In this program, your child's BrainyAct experience will be in our BrainyAct Center. General program terms are found below. Specific details on the In-Center Program, including pricing, can be found in Exhibit A, BrainyAct Programs & Terms. Attached as Exhibit B are Terms of Use for our website and software. Our Privacy Policy is attached as Exhibit C. You acknowledge that this Membership Agreement, including the attachments, constitutes the entire agreement between the parties related to your participation in the In-Center Program. The Membership Agreement cannot be amended except in written form executed by both parties. If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect. Your subscription to BrainyAct is not negotiable, transferable or cancelable except as otherwise provided herein.
- 2. PRICING.** Pricing for the In-Center Program Membership can be in Exhibit A.
- 3. PROGRAM CANCELLATION:** You may cancel your subscription at any time and for any reason within the parameters of our Payments and Refunds policy, which is part of Exhibit A. Notice of intent to cancel by the buyer must be given in writing within 30 days of your first session. At any time after the 30-day period of the initial 4-month program term, no refunds will be given.
- 4. SESSION CANCELLATION:** Program participants will be required to adhere to our 8-hour session cancellation policy. If you miss, cancel or reschedule an appointment with less than 8 hours' notice, you will be charged an \$18 fee.
- 5. PLAYER TERMINATION POLICY:** BrainyAct participants are expected to comply with Kinuu's policies and procedures. Violation of these policies are subject to termination from the program. In addition, any action that endangers the mental or physical health or safety of any of our program participants or induces or coerces any participant to endanger another shall be grounds for immediate termination from the program. If a participant deliberately causes damage to the Center's property or another's property or vandalizes or steals property that does not belong to them, they will be subject to immediate termination from the Program.
- 6. HEALTHCARE DISCLAIMER.** Kinuu is not a health care provider. Kinuu does not provide medical advice, and the BrainyAct game software ("Game Software") is not intended to be used to diagnose, treat, cure or prevent any disease, health concern or condition. Rather, the software and other services provided by Kinuu are to be used for self-development purposes only. The Game Software does not establish any physician-patient relationship or supplant an in-person medical consultation or examination. Appropriate medical attention and advice should always be sought for any health issues or concerns that you may have, and you should not ignore medical advice or delay seeking medical advice because of any services offered through the Game Software. If you have any current medical conditions, you should consult your physician before using the Game Software. If you feel any ill effects when using the Game Software, immediately stop using the Game Software and seek medical advice.
- 7. PHOTO AND VIDEO RELEASE:** Per Section 2.c. of our Privacy Policy, you acknowledge and agree that Kinuu may photograph or video record program participants. Kinuu may share this information with its affiliates, agents and business and research partners in conjunction with our Privacy Policy for continued research and development initiatives to help improve the content and functionality of our program. You also agree that Kinuu has the right and permission to use photographs and/or video recordings of program participants on Kinuu.com, printed publications, multi-media publications, the internet, social media sites on other web sites and in any other distribution media without compensation to you and in accordance with Kinuu's Privacy Policy.
- 8. SHARING YOUR DATA FOR CONSOLIDATED ANALYSIS AND RESEARCH:** The data collected as part of your child's consultation and review processes, assessment and play sessions may be used in consolidated analysis and research studies. All data provided to the researchers, the sponsor or the institution will be de-identified data using a research ID number only. The results of these studies may be published or presented at scientific meetings, lectures, or other events but your child's name and other identifying information will remain confidential unless you give permission to identify him/her in a separate agreement. All research team and other authorized members are governed to ensure the research meets legal, institutional or accreditation requirements.
- 9. ALLERGY FREE ENVIRONMENT:** Food and animal allergies in children are on the rise, and it is our goal to ensure that every member in our facility can learn in a safe and supportive environment. We want to take appropriate measures to decrease the

chance of allergic reactions and ask that you refrain from bringing food or animals including service dogs into the Kinuu center. We encourage your child to bring a water bottle filled with water.

10. INQUIRIES. If you have questions or concerns about our programs, please email us at [Hope@Kinuu.com](mailto:Hope@Kinuu.com) and we will get back to you within 24 hours.

11. OUR COMMITMENT: The Kinuu team is committed to ensuring your child receives the maximum benefit as a participant in our program. We are passionate about helping kids improve their chances for academic, behavioral and social success. Frequency, duration and intensity are keys to making long-lasting neurological changes and the BrainyAct software has been developed with this intention. A successful outcome happens when our team and your family share a strong level of commitment to consistency with sessions and the program protocols, we have outlined for you.

## SIGNATURES

Your signature indicates that you have read, understand and agree to this Program Agreement:

**Parent/Guardian Name:** \_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Kinuu Representative:** \_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Please save this document and email to [hope@kinuu.com](mailto:hope@kinuu.com)



## EXHIBIT A

### BrainyAct Programs & Terms – In Center

BrainyAct Program in the Center includes:

- ❖ Player progress assessment reports.
- ❖ One on one BrainyAct coaching.
- ❖ Fun prizes and rewards for game milestones.

Requirements for success with our In-Center program:

- ❖ A commitment to frequent play. Sessions must be used at a minimum of 10 per month (2-3 times weekly for approximately 45 minutes each).

Programs available in 40 sessions over 4 months or 60 sessions over 6 months. Each program provides a starting baseline assessment in addition to the 40 or 60 follow-on play sessions and assessments.

<b>4 months - 40 sessions \$51.48 per session</b>	<b>\$1,995</b>
<b>Total</b>	<b>\$1,995</b>

Membership will expire after the 40 sessions or 4 months (whichever comes first).

Sibling discounts are available for multiple family members.

<b>60 sessions - 6 months \$48.08 per session</b>	<b>\$2,697</b>
<b>Total</b>	<b>\$2,697</b>

Membership will expire after the 60 sessions or 6 months (whichever comes first).

Sibling discounts are available for multiple family members.

Blackout periods exempt from the 10 sessions per month minimum and 4/6 months expiration:

- Week of Thanksgiving
- December 24 – January 1
- One week of your choosing during the spring and summer months

\*\* Note: Program and pricing offers and terms subject to change without notice.

### Continuation Sessions

Packages of 20 continuation sessions can be purchased, per child, at any time, to extend the length of an initial program membership. This table shows the total price paid with the 20-session extension added.

<b>Continuation 20 Sessions - 2 Months \$49.25 per session</b>	<b>\$950</b>	<b>Continuation 20 Sessions - 2 Months \$49.25 per session</b>	<b>\$950</b>
Orig 40 session purchase	\$1,995	Orig 60 session purchase	\$2,697
<b>Total Program Price</b>	<b>\$2,945</b>	<b>Total Program Price</b>	<b>\$3,647</b>

## Program Cancellation & Refunds

Customers can cancel their membership at any time and receive a refund according to these policies and the schedule below.

40 sessions/4 months	\$1,995
<b>Total Paid</b>	<b>\$1,995</b>
Cancellation fee	-\$500
<b>Total Refund</b>	<b>\$1,559</b>

You have 30 days from your first session to cancel your In-Center Program membership and receive a refund. After that time, no refunds will be given.

Notice of intent to cancel an In-Center Program membership and receive a refund must be given in writing.

60 sessions/6 months	\$2,697
<b>Total Paid</b>	<b>\$2,697</b>
Cancellation fee	-\$500
<b>Total Refund</b>	<b>\$2,385</b>

Refund will be issued within 30 days of Kinuu receiving your written cancellation request.

Please save this document and email to [hope@kinuu.com](mailto:hope@kinuu.com)