



Membership Agreement (In-Home)

Welcome to Kinuu and the BrainyAct® experience. Below are the Kinuu membership terms for our In-Home 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-Home Program. In this program, your child’s BrainyAct experience will be in your home. General program terms are found below. Specific details on the In-Home Program, including pricing and Equipment Usage Guidelines, 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-Home 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-Home Program Membership can be found 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 program term, no refunds will be given.
- 4. 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 Kinuu 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.
- 5. 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 the participant may have, and they should not ignore medical advice or delay seeking medical advice because of any services offered through the Game Software. If the participant has any current medical conditions, they should consult their physician before using the Game Software. If the participant feels any ill effects when using the Game Software, they should immediately stop using the Game Software and seek medical advice.
- 6. 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.
- 7. SHARING YOUR DATA FOR CONSOLIDATION 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.
- 8. INQUIRIES.** If you have questions or concerns about our programs, please email us at Hope@Kinuu.com and we will get back to you within 24 hours.
- 9. 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 Membership Agreement:

Child's Name _____
Please Print _____ Date _____

Parent/Guardian Name: _____
Please Print _____ Sign _____ Date _____

Kinuu Representative: _____
Please Print _____ Sign _____ Date _____

Child Gamer Name: _____

Parent Gamer Name: _____



EXHIBIT A

BrainyAct Programs & Terms (In-Home)

BrainyAct Program in the Home includes:

- ❖ Online portal to access parent coaching materials.
- ❖ Player progress assessment reports.
- ❖ One-on-one and group consultation sessions and email access throughout the length of your membership.

Requirements for success with our Home Version:

- ❖ Rental of our Equipment Package.
- ❖ Strong internet connection.
- ❖ A 10 X 10 floor space to play the game.
- ❖ 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.

40 sessions - 4 months \$51.48 per session	\$1,995
Equipment Rental	\$1,500
Total Payment	\$3,495
<i>Equipment Return Refund</i>	(\$750)
Total Program Price	\$2,745

A 40-session membership includes:

8 hours of online support (5-1:1 sessions; 8 group sessions)

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

\$750 refunded upon return of equipment in good working condition, within 30 days of membership expiration.

Sibling discounts are available for multiple family members.

60 sessions - 6 months \$48.08 per session	\$2,697
Equipment Rental	\$1,500
Total Payment	\$4,197
<i>Equipment Return Refund</i>	(\$625)
Total Program Price	\$3,572

A 60-session membership includes:

11 hours of online support (7-1:1 sessions; 12 group sessions)

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

\$625 refunded upon return of equipment in good working condition, within 30 days of membership expiration.

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 including the difference in equipment refund.

Continuation 20 Sessions - 2 Months \$49.25 per session	\$950	Continuation 20 Sessions - 2 Months \$49.25 per session	\$950
Orig 40 session purchase	\$1,995	Orig 60 session purchase	\$2,697
Equipment Rental	\$1,500	Equipment Rental	\$1,500
Total Payment	\$4,445	Total Payment	\$5,147
<i>Equipment Return Refund</i>	(\$625)	<i>Equipment Return Refund</i>	(\$500)
Total Program Price	\$3,820	Total Program Price	\$4,647

Program Cancellation & Refunds

Customers can cancel their membership at any time and receive a refund according to these policies. Contact our Customer Support team at Hope@kinuu.com.

Once you receive shipment of your equipment, you have 30 days to cancel your In-Home Program membership and receive a refund. After that time, no refunds will be given.

Notice of intent to cancel a In-Home Program membership and receive a refund must be given in writing by contacting our team at Hope@kinuu.com

Once Kinuu receives your written request for cancellation and refund, you have 30 days to return your equipment in good working order.

All components listed on the Equipment Agreement must be returned before refund will be issued.

Kinuu will test the equipment and email you with the result of the test and the amount of your refund.

Refunds will be issued within 30 days of Kinuu receiving the returned equipment

Cancellation fee	\$500
Eq Rental Fee	\$750
Total	\$1,250

The amount of your refund will be the purchase price less a \$500 cancellation fee.

Equipment rental fees are non-refundable.

Amount deducted from your total purchase price.