

## Terms and Conditions

Effective Date: 30 August 2023

### Acceptance of Terms

Welcome to Brainycom, the web and mobile application developed by Willan Technologies, LLC ("Willan Technologies," "We," "Us," or "Company"). By accessing or using the Brainycom application ("Application"), you agree to comply with and be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, please refrain from using the Application.

These Terms are between you and Brainycom that you are using or accessing listed here ("Brainycom", "we" or "us"). "You" means the entity you represent in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don't have the legal authority to bind your employer or the applicable entity, please do not click "I agree" (or similar button or checkbox) that is presented to you. PLEASE NOTE THAT IF YOU SIGN UP FOR A BRAINYCOM ACCOUNT USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD "YOU" IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access Brainycom, whichever is earlier (the "Effective Date"). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking "I agree" (or similar button or checkbox) at the time you register for a Brainycom Account or an account through your Organization Portal with Brainycom, create a Brainycom account, or place an Order.

### Use of the Application

- a. Eligibility: You must be at least 16 years of age to use the Application. By using the Application, you represent and warrant that you are 16 years of age or older.
- b. Account Creation: To use certain features of the Application, you may need to create an account. You are responsible for maintaining the confidentiality of your account information and agree to be solely responsible for all activities that occur under your account.
- c. User Content: You may contribute content to the Application, such as text, images, and other materials ("User Content"). By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, and display the User Content for the purpose of operating and improving the Application.

## **Privacy**

Your privacy is important to us. Please review our [Privacy Policy](#) to understand how we collect, use, and disclose information.

## **Intellectual Property**

- a. Ownership: All intellectual property rights in the Application, including but not limited to software, content, designs, graphics, and trademarks, are owned by Willan Technologies or its licensors.
- b. Restrictions: You may not modify, reproduce, distribute, create derivative works of, publicly display, or in any way exploit any part of the Application without prior written consent from us.

## **Limitations of Liability**

- a. Disclaimer: The Application is provided on an "as is" basis. We make no warranties, express or implied, regarding the Application's accuracy, reliability, or availability.
- b. Limitation of Liability: To the extent permitted by applicable law, Willan Technologies shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Application.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Willan Technologies and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable legal fees and costs, arising out of or in connection with your use of the Application or violation of these Terms.

## **Changes to Terms**

We reserve the right to modify or revise these Terms at any time. Changes will be effective upon posting the updated Terms within the Application. Your continued use of the Application after such modifications constitutes your acceptance of the revised Terms.

## **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the state of Ohio, without regard to its conflict of laws principles.

## **Contact Us**

If you have any questions or concerns about these Terms or the Application, please contact us at [info@brainycom.com](mailto:info@brainycom.com).