

BodyMirror Product

Privacy Policy & Terms of Use

1. Introduction

- **Intended Purpose:** The BodyMirror Membership includes a wireless Brain Device (It comes in the form of a visor or head for EEG recording), a wireless EMG Device (arm and leg band), a mobile device, and a Battery Pack, plus access to the MyelinFace app, which provides personalised brain health and body insights, cognitive games for brain and body performance tracking, cognitive games for physical and cognitive enhancement, and built-in coaching and recommendations features. This provides you with a big-picture look at brain & body health and helps you boost and enhance your cognitive and physical abilities.

Disclaimer: BodyMirror product is **NOT a medical device for diagnosing disease or illness**. It is not intended to be a substitute for professional medical advice and should not be relied on as such.

- **The Services:** The service allows you to track, manage and share brain wellness-related information collected by the BodyMirror Device and games. To ensure the safe and responsible management of our website and mobile applications for all users, your utilisation of the Services is governed by this Agreement and the Privacy Policy. MyelinZ reserves the right to amend this Agreement, the Privacy Policy, Content, and/or the Services at any time, with such modifications becoming effective upon their posting to the Services. By continuing to access or use the Services following such modifications, you consent to be bound by the revised Agreement, Privacy Policy, Content, and/or Services, as applicable.

- **Registration & Terms of Use:** To access the BodyMirror Membership (paid version from the v2.0 release), you are required to subscribe and pay any applicable subscription fees ("Membership Fees") promptly. By doing so, you agree to furnish accurate, truthful, and complete information and to ensure the ongoing accuracy and currency of your Account details. You must refrain from selecting or using a username that:

Represents another individual to impersonate them, or

Infringes upon the rights of any person other than yourself without proper authorisation.

You bear sole responsibility for all activities conducted under your Account or password, and for maintaining the confidentiality and security of your Account password. You are prohibited from using another person's account or registration

information for the Services without explicit permission. Promptly inform us of any changes in your eligibility to utilise the Services, instances of security breaches, or unauthorised access to your Account or password. Never disclose your Account login information through publication, distribution, or posting. You retain the capability to delete your Account, either directly or by requesting assistance from one of our employees or affiliates. MyelinZ shall not be held liable for any losses or damages resulting from your non-compliance with this section.

- **Eligibility:** You affirm and guarantee that you are at least 13 years old. However, if you are below the legal age required to enter into a binding contract in your jurisdiction, your usage of the Services is contingent upon obtaining parental consent. In such instances:

Your supervising parent or legal guardian assumes the role of the user under this Agreement and is accountable for all activities.

You assert that your parent or legal guardian has reviewed and consented to this Agreement and the Privacy Policy on your behalf.

Individuals under the age of 13 are strictly prohibited from using the Services, regardless of circumstances or reasons. We retain the right, at our sole discretion, to decline the provision of the Services to any individual or entity, and to modify the eligibility criteria at any time. Access to the Services will be rescinded if this Agreement is violated or if use of the Services is prohibited by law.

- **Privacy Policy Overview:** We are your path to advanced and personalised brain and body performance tracking and boosting. Yet, we exist to enhance your life, not intrude upon it. Hence, we take user privacy seriously and we aim for you to comprehend how we utilise, gather, and distribute personal data, along with the precautions we implement to safeguard your Personal Data. This Privacy Policy pertains to Personal Data we gather about members and other users who engage with the MyelinZ App '**BodyMirror**' or utilise our services, encompassing interactions such as visiting our websites, social media pages, or utilising our mobile apps, including the BodyMirror device (collectively referred to as the "Services"). However, this Privacy Policy does not encompass the practices of companies beyond our ownership or control, nor individuals we do not manage. We disclaim responsibility for the policies and practices of any third parties, and we neither control, operate, nor endorse any information, products, or services that may be provided by third parties or accessible through the Services.
- **Use of the Services:** The Services provide access to MyelinZ games, software, text, graphics, images, video, audio, data, and other technology and material (collectively referred to as the "Content"). This Content, along with the Services, incorporates proprietary and third-party advanced technologies such as artificial intelligence, machine learning systems, and similar features (referred to collectively as "AI Technology"), including third-party large language models ("LLM"). Subject to the

terms outlined in this Agreement and your BodyMirror Membership, we grant you a worldwide, non-exclusive, non-sublicensable, and non-transferable limited licence to: Access and utilise (i.e., download and display locally) the Content, software, and applications provided through the Services.

Utilise the BodyMirror software embedded within the BodyMirror Device (the "BodyMirror Device"), solely to utilise the Services.

Any use, reproduction, modification, distribution, or storage of the Content for purposes other than utilising the Services is explicitly prohibited without prior written consent from us. You are prohibited from selling, licensing, renting, or exploiting any Content for commercial use or in any manner that infringes upon third-party rights.

The Content may either be owned by us or provided through agreements with others, including other Services users, licensors, partners, sponsors, or affiliates. It is protected by intellectual property rights, including copyright laws in various jurisdictions. Unauthorised use of the Content may constitute a violation of copyright, trademark, and other applicable laws.

Except for rights concerning any User Content (as defined below), you have no entitlement to the Content and may only use it as permitted under this Agreement. Any other usage requires prior written consent from us or the Content owner. You must retain all copyright and other proprietary notices contained within the original Content on any copies you create. Selling, transferring, assigning, licensing, sublicensing, modifying, reproducing, displaying, publicly performing, creating derivative works of, distributing, or otherwise using the Content for any public or commercial purpose is strictly prohibited.

Violation of any aspect of this Agreement results in automatic termination of your permission to access and/or use the Content and Services, requiring immediate destruction of any Content copies you possess.

- **Payment of Fees:**

- a. Fees: You agree to pay the Membership Fees (either yearly or every 24 months) as outlined in this Agreement and specified during the purchase and payment process. Any payment terms presented to you during the Membership acquisition process are considered part of this Agreement and are hereby incorporated by reference.

- b. Billing: We may collect payments directly from you, or we may utilise a third-party payment processor ("Payment Processor") to bill you through a payment account linked to your Account on the Services (referred to as your "Billing Account") for your Membership. The processing of payments by a Payment Processor will be subject to the terms, conditions, and privacy policies of the Payment Processor, in addition to this Agreement. We are not liable for any errors made by a Payment Processor. By opting to purchase a Membership, you consent to pay us, either directly or through a Payment Processor, all Membership Fees and other charges at the then-current prices and in accordance with the applicable payment terms. You authorise us, via a Payment Processor, to charge your selected payment provider (your "Payment

Method"). You agree to make payment using your chosen Payment Method. We retain the right to rectify any errors or mistakes made by us or a Payment Processor, even if payment has already been requested or received.

c. Recurring Billing: The Membership payment terms may include recurring period charges as agreed upon by you. By selecting a recurring payment plan, you acknowledge that such Membership Fees entail an initial and recurring payment feature, and you assume responsibility for all recurring charges until cancellation.

2. HOW WE COLLECT PERSONAL DATA

We collect Personal Data about you from:

Yourself, when you provide such information directly to us, such as when completing your profile;

MyelinZ Wearable Sensors;

MyelinZ Cognitive Games you play while wearing the sensors. Such data includes biosignals (brain activity, muscle activity, emotions, gait & balance data, speech) and other metadata (your performance while playing our games);

Automatic data collection, such as Cookies, local storage objects, web beacons, and other similar technologies in connection with your use of the Services;

Customers and partners, such as hospitals, insurance companies, pharma companies, health professionals, or other organisations that engage with our Services;

Data providers, such as information services and data licensors, when we supplement your data.

3. PERSONAL DATA WE COLLECT

We may collect the following types of Personal Data:

- Contact details, such as your first and last name, email, and phone number;
- Profile data, such as username and password that you may establish to create an account on our interface 'MyelinFace', as well as any videos or photos when playing our mood assessment game 'MindMaze game';
- Communications that we exchange with you, including when you contact us via MyelinFace (questions, feedback, or reviews);
- Wellness & Health Data, such as brain data (EEG), muscle data (EMG), body movement (IMU), speech, and facial images; metadata on your cognitive performance while playing our cognitive games; and details you choose to submit about your brain disease, medications, and health data. We may use certain of this information to customise our games and experience with us as part of our Services;
- Device data, such as your computer or mobile device operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP Address, unique identifiers

(including identifiers used for advertising purposes), language settings, mobile device carrier, radio/network information (e.g., Wi-Fi, LTE, 3G), and general location information such as city, state, or geographic area;

4. HOW WE USE PERSONAL DATA

We utilise Personal Data to facilitate, enhance, comprehend, and customise our Services. Personal Data is employed for the following purposes:

- Service delivery, encompassing:
- Providing, operating, enhancing, developing, understanding, and personalising the Services and our business, including testing, research, analysis, and product development.
- Fulfilling the purpose for which you provided the information to us, including personalising and tailoring our game-based monitoring and cognitive enhancement programmes.
- Providing support and assistance for the Services.
- Establishing and managing your account or other user profiles.
- Adapting our interfaces based on your preferences.
- Sharing your data with your healthcare professional and general practitioner.
- Training and enhancing our machine learning algorithms which provide insights, recommendations, and overall wellness score.
- **We never sell our members' personal data.**

- **Research and development.** We may create and use Aggregated Data, De-identified Data or other anonymous data from Personal Data we collect, including Wellness Data, for our business purpose, including to analyse the effectiveness of the Services, improve and add features to the Services, and analyse the general behaviour and characteristics of users of the Services. We also use anonymous Wellness Data for research purposes to help us and our research partners answer important questions about brain wellness and performance and create tailored and personalised cognitive games for wellness and cognitive enhancement for our users by identifying cutting-edge insights and providing new content and product features.

Compliance and protection, including:

Protect against or deter fraudulent, illegal, or harmful actions and maintain the safety, security, and integrity of our Services;

Comply with or enforce our legal or contractual obligations, resolve disputes, and enforce our Terms of Use and Terms of Sale;

Audit our internal processes for compliance with legal and contractual requirements and internal policies;

Protect our, your, or others' rights, privacy, safety, or property (including by making and defending legal claims); and



Respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

5. How We Share Personal Data:

With your consent, we may share your Personal Data with:

- Health Professionals and your doctors.
- Authorities and others: This includes law enforcement, government authorities, and private parties whom we believe in good faith to be necessary or appropriate to comply with the law or legal process.
- Business transferees: Such as acquirers and other relevant participants in business transactions (or negotiations for such transactions) involving a corporate divestiture, merger, consolidation, acquisition, reorganisation, sale, or other disposition of all or any portion of the business or assets of, or equity interests in, MyelinZ or our affiliates (including, in connection with a bankruptcy or similar proceedings).

6. Data Security and Retention of Personal Data:

- We implement various physical, technical, organisational, and administrative security measures to safeguard the Personal Data we gather. While we strive to protect the privacy of your account and other Personal Data stored in our records, it's important to note that no security measures are entirely fail-safe, and we cannot guarantee the absolute security of your Personal Data.
- We retain Personal Data for a duration that is reasonably necessary for the purposes outlined in this Privacy Policy, as long as we have a business requirement to do so, or as mandated by law (e.g., for tax, legal, accounting, or other purposes), whichever duration is longer.

7. No Medical Advice:

MyelinZ offers Services to track, manage, and share your brain health and cognitive wellness-related information. The Services, along with any results or content displayed via the Services, whether provided by MyelinZ or third parties, are not intended to provide medical advice. They should not be considered as a substitute for:

- Advice from your doctor or other medical professionals.
- Diagnosis or treatment.
- A visit, call, or consultation with your doctor or other medical professionals.

The Services do not aim to treat or prevent any medical condition. All content available through the Services is for general informational purposes only. Utilising the Services or



communicating with us via the Internet, email, or other means does not establish a doctor-patient relationship. If you have any health-related inquiries, please contact or consult your doctor or other healthcare provider. It is crucial not to disregard medical advice or delay seeking it due to any content presented on the Services. Furthermore, you should refrain from using the Services or any content on the Services for diagnosing or treating a health problem. Always consult with a qualified and licensed medical professional.

8. Technical Support:

You will receive support and maintenance, if applicable, and a FAQs section on the service (MyelinFace) will be available and provided with your Subscription.

9. CONTACT US

If you have any questions or concerns regarding our privacy policies, please send us a detailed message at legal@myelinz.com or the mailing address below.

MyelinZ. Attn: Legal Department, SPACES Deansgate 125 Deansgate Manchester M3 2BY, United Kingdom.

10. PRIVACY NOTICE FOR EUROPEAN RESIDENTS

If you are a resident of the European Economic Area, the United Kingdom, or Switzerland (collectively, "Europe"), you may have additional rights under the General Data Protection Regulation (the "GDPR") or other European data protection legislation.

- **Legal Bases for Processing:** The processing of your Personal Data is contingent upon having a lawful basis for doing so. These bases include consent, contractual necessity, and our legitimate interests or the legitimate interests of others. The specific legal bases we typically rely on for each category of processing activity are outlined as follows:
- **Service delivery:** Processing is necessary to fulfil our contractual obligations or to undertake actions that you request prior to engaging our Services. In instances where we cannot process your Personal Data as required for operating the Services based on a contractual necessity, we do so based on our legitimate interest in providing you with the products or Services you access and request.
- **Research and development:** These activities are conducted based on our legitimate interests.
- **Marketing and advertising:** Processing is based on your consent where required by applicable law. If consent is not mandated by applicable law, we process your personal information for these purposes based on our legitimate interests in promoting our business.

- Compliance and protection: From time to time, processing of Personal Data may be necessary to comply with legal obligations, protect vital interests, or carry out tasks in the public interest.
- We reserve the right to use your Personal Data for purposes not described in this Privacy Policy where permitted by law and where the reason aligns with the purpose for which we collected it. If we need to utilise your Personal Data for an unrelated purpose, we will notify you and explain the applicable legal basis.
- Retention: The appropriate retention period for your Personal Data is determined by considering various factors, including the amount, nature, and sensitivity of the information, potential risks associated with unauthorised use or disclosure, purposes of processing, alternative means to achieve those purposes, and applicable legal requirements.
- Data Subject Rights: You possess certain rights regarding your Personal Data, including:
 - Access: You can request more information about the Personal Data we hold about you and obtain a copy of such data.
 - Rectification: If you believe any Personal Data we hold about you is inaccurate or incomplete, you can request correction or supplementation.
 - Erasure: You can request the deletion of some or all of your Personal Data from our systems.
 - Withdrawal of consent: If we process your Personal Data based on your consent, you have the right to withdraw it at any time.
 - Portability: You can request a copy of your Personal Data in a machine-readable format and, where feasible, ask us to transmit it to another controller.
 - Objection: You can object to the further use or disclosure of your Personal Data for specific purposes, such as direct marketing.
 - Restriction of processing: You can request that we limit further processing of your Personal Data.
 - Right to file a complaint: You have the right to lodge a complaint about our practices regarding your Personal Data with the supervisory authority of your country or European Economic Area Member State.