



General Terms and Conditions of Contract



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Introduction

NEURONUP, S.L. (hereinafter, NeuronUP), with Tax Identification Number (NIF) B-26479725 and registered office at Calle Piqueras, número 31, 5ª planta - 26006, Logroño, publishes these General Terms and Conditions of Contract (hereinafter, the "Terms" or the "Agreement," interchangeably), which govern access to and use of the products and services offered through its website.

We recommend that you read these Terms carefully before using the NeuronUP platform, because by accessing or using the organization's products or services you agree to be bound by them.

If you have any questions or require further information, you may contact us through the customer-service channels indicated on the website:

- email: neuronup.us@neuronup.com;
- telephone number: +1 323 410 1337

***Notice:** This is a translation of the original document entitled "Condiciones Generales de la Contratación," which is drafted in Spanish and may be consulted at the following link https://app.neuronup.com/pdf/contract/v13/contract_es_ES.pdf. By subscribing to any NeuronUP product or service, you acknowledge and agree that the original Spanish version shall prevail.*

General Terms and Conditions of Contract

Last updated: August 4, 2025.

The subject matter of this Agreement is to regulate the conditions under which the Client accesses and uses the platform offered by NeuronUP through its website, as well as to establish the economic consideration that the Client shall pay for the provision of said service.

1. Subject Matter

The subject matter of this Agreement is to regulate the conditions governing the Client's access to and use of the platform offered by NeuronUP through its website, as well as to set forth the financial consideration that the Client shall pay for the provision of said service.

1.1 Ownership of the Platform

NeuronUP is a digital service provider and the owner and developer of the web-based software-as-a-service ("SaaS") application or solution for professionals known as "NeuronUP" (hereinafter, the "Platform"), designed for the cognitive rehabilitation and stimulation of persons with cognitive deficits stemming from various causes (brain injury, dementia, intellectual disability, mental illness, etc.) and of unimpaired children who require reinforcement of attention, memory, planning, etc., to improve the acquisition of academic skills. NeuronUP holds all rights of use and exploitation in and to the Platform.

1.2 Access to and Features of the Platform

The Platform uses a cloud-computing architecture, which enables the Client, in real time and from any device with an Internet connection, to perform the various exercises and modules that make up the Platform, access information concerning such exercises and modules, review the history of exercises and modules completed, and interact directly with NeuronUP's team of professionals in a specialized environment. All of the foregoing will result in the continuous updating of the information and content of the Platform.

1.3 Application of the Terms and Order of Precedence

These Terms apply to all contracts between NeuronUP and the Client, irrespective of any particular conditions that may be agreed individually.

Any annexes and particular conditions, where applicable, shall prevail over these Terms to the extent that they contradict them, unless expressly stated otherwise.

2. Characteristics of the Plans (Products and Services)

2.1 Common Conditions for All Plans

These Terms apply to all Plans offered by NeuronUP, whether free of charge or paid.

2.2 Plan Information and Agreed Terms

The details of each Plan are set out on the NeuronUP website, which the Client must review before contracting and which the Client accepts upon contracting, and, where applicable, in any special conditions agreed with the Client.

2.3 Plan Changes by NeuronUP

NeuronUP may modify the Platform and/or the characteristics of the Plans to improve the service or for justified technical, legal, operational, or business reasons, giving prior notice to the Client of any material change. If the Client disagrees with the modifications, the Client may terminate the Agreement without penalty. Any material change to a Plan will be communicated to the Client at least fifteen (15) days in advance. Should the Client disagree with the change, the Client may terminate the Agreement without penalty by providing written notice within fifteen (15) days of the notification. If that period elapses without an explicit objection, the Client will be deemed to have accepted the modifications.

2.4 Plan Changes by the Client

The Client may change Plans at any time from the Platform's administration area. The change will take effect immediately upon request. If the Client selects a higher-tier Plan, the price will be adjusted on a pro-rata basis for the remainder of the billing period. If the Client selects a lower-tier Plan, the prior economic terms will remain in force until the next billing cycle unless otherwise agreed.

3. User Profiles and Responsibilities

3.1 Access to the Platform by User Profile

Access to the Platform is managed through profiles. Each profile may access only those functions and consult only the data corresponding to its role: administrator and/or professional and end user.

3.2 Assignment and Control of Profiles

The Client is responsible for assigning and managing the profiles within its organization on the Platform, as well as for the use each profile makes of the Platform in accordance with its permissions.

3.3 Liability for Improper Use

If any profile engages in improper use, gains unauthorized access, or breaches the terms of use, the Client shall bear the corresponding liability. NeuronUP reserves the right to block the Platform if it detects unlawful or fraudulent activity.

4. Effective Date and Term

4.1 Effective Date of the Terms

These Terms shall apply as soon as the Client completes the contracting process on the NeuronUP website, accepts these Terms, and makes payment, or, in the case of a customized Plan, as soon as the Client subscribes to such Plan and pays the agreed amount. The Terms shall remain in force for so long as the Client maintains at least one active Plan with NeuronUP.

4.2 Commencement of the Plan

The contracted Plan shall commence on the activation date, which, unless otherwise agreed, will generally occur when the Client completes the contracting process.

4.3 Automatic Renewal of the Plan

Plans will automatically renew for the contracted term unless the Client gives notice of non-renewal:

- If the Plan's billing period exceeds one month, the Client must give at least thirty (30) days' prior notice.
- If the Plan is monthly, the Client must give at least fifteen (15) days' prior notice.

4.4 Cancellation of the Plan

If the Client cancels the Plan before the end of its term, the Client will not be entitled to a refund of any amounts paid or to the elimination of pending obligations, unless the Client upgrades to a higher-tier Plan or otherwise agreed.

5. Termination

5.1 Causes of Termination

This Agreement may be terminated for the following causes:

- A. Mutual agreement.
- B. Non-renewal of the contracted Plan(s).
- C. Breach by either party.
- D. Any other causes established by law.

5.2 Notice of Breach

If either party breaches the Agreement, the aggrieved party shall give the breaching party notice to cure within a maximum period of thirty (30) calendar days from receipt of such notice. If the breach is not cured within that period, the Agreement shall terminate automatically and with immediate effect.

5.3 Penalties and Indemnification for Breach

NeuronUP may claim penalties or damages from the Client in the event of breach and may terminate the Agreement early, canceling the contracted Plans, products, or services without prior notice and without the Client being entitled to any compensation or refund.

5.4 Post-Contractual Commitments Between the Parties

If the Agreement is terminated, both parties undertake to:

- A. Fulfill any obligations outstanding up to the termination date, both between themselves and toward third parties; and
- B. Maintain in force the confidentiality, privacy, and any other clauses that by their nature should continue to apply.

5.5 Access to the Platform After Termination of the Agreement

A Client whose account is deactivated may continue to access the Platform with its username and password, but may not use the services or consult the managed information. Such access will remain available only for the time necessary for the Client to retrieve the stored information.

6. Price of the Plan and Payment Method

6.1 Plan Price

The Client shall pay to NeuronUP the price corresponding to the selected Plan, as stated on the website or as otherwise agreed between the Parties. This price does not include applicable taxes, which will be added to the invoice.

6.2 Payment Method

Payment of the Plan shall be made by the method agreed between the Parties (credit card, bank transfer, SEPA, PayPal, etc.).

6.3 Payment Frequency

Payments shall be made monthly, annually, or as otherwise agreed between the Parties. The Client authorizes NeuronUP to process the charges according to the selected method.

6.4 Billing Information

The Client must keep its billing information up to date in the Platform's administration area and shall bear any costs arising from errors or non-payment. Invoices will be available online and will be sent electronically.

6.5 Costs for Non-Payment

In the event of non-payment, the Client shall bear the related costs, and NeuronUP may suspend the Plan until the situation is regularized. If the non-payment continues after notice, the Plan will be definitively canceled and access to the data will be lost.

6.6 Price Review

The prices applicable to the contracted Plans may be reviewed by NeuronUP at any time. Price adjustments reflect circumstances such as changes in the Plans and in product features; changes in production costs, licenses, technical provisioning costs, service distribution and other sales costs; changes in administrative and other general expenses such as fees, taxes, contributions, levies, and certifications; and changes in the business or economic context or for security, legal, or regulatory reasons.

The Client will be notified at least fifteen (15) days in advance. If the Client does not accept the change, it may cancel the Plan without paying any additional amount, provided it is current on its payments. At the end of the current billing period, the contractual relationship will terminate and the service will be deactivated if the Client maintains its refusal of the new price.

6.7 Fraudulent Use of the Free Trial Version

If fraudulent use of the free trial version of the Platform is detected, access will be terminated. NeuronUP assumes no liability for any data loss that may result from such termination.

7. Obligations and Responsibilities of the Parties

7.1 Principles of Conduct and Good Contractual Practice

Both parties undertake to comply with these Terms at all times in accordance with the law, good faith, and sound commercial practice, acting with the utmost diligence, honesty, and mutual respect.

7.2 Service-Availability Commitment

NeuronUP shall provide the contracted service using all reasonable means at its disposal to ensure its availability and proper operation, except where prevented by technical causes, scheduled maintenance, force majeure, or incidents beyond its control.

7.3 Liability for Platform Unavailability

The Client accepts, within reasonable limits, the risks, imperfections, or unavailability of the Platform caused by potential Internet-network problems, equipment or server failures, and other unforeseeable contingencies beyond NeuronUP's control. If the service is interrupted for more than twenty-four (24)

consecutive hours for reasons attributable to NeuronUP, the Client shall be entitled to a proportional refund of the price corresponding to the affected period.

7.4 Service Interruption for Maintenance or Improvement

NeuronUP may temporarily interrupt the service for maintenance or improvement, giving the Client at least seventy-two (72) hours' prior notice, except in cases of urgency.

7.5 Responsible and Ethical Use of the Contracted Plan and the Platform

The Client is responsible for using the contracted Plan and the Platform lawfully, fairly, and ethically, always acting with respect toward the other party and third parties. The Client undertakes to maintain a standard of conduct based on mutual consideration and not to use the contracted Plan or the Platform for unlawful purposes or to exceed the technical limits established.

7.6 Use Contrary to the Terms

NeuronUP may limit, suspend, or cancel access to the Platform if it detects fraudulent, illegal, or otherwise non-compliant use, after notifying the Client, except in cases of urgency or legal obligation.

7.7 Limitation of Liability for Causes Not Attributable to NeuronUP

NeuronUP shall not be liable for any damages or losses caused by incidents beyond its control, such as failures of external providers, network problems, cyberattacks, improper use of the Platform by the Client, the Client's breach of its contractual obligations, the Plans not meeting the Client's expectations, or any other harm arising from the normal operation of the services.

7.8 Liability for Direct Damages

NeuronUP's liability for direct damages shall in all cases be limited to the amount paid by the Client during the twelve (12) months immediately preceding the event giving rise to liability.

7.9 Liability for Indirect Damages

NeuronUP shall in no event be liable for indirect damages, loss of profit, loss of data, business interruption, or harm resulting from the use or inability to use the Platform.

7.10 Consumer Rights

These Terms are intended for professionals and businesses. If the Client acts as a consumer, the applicable consumer-protection rules shall apply.

8. Force Majeure

8.1 Exemption from Liability for Force Majeure

Neither Party shall be liable for any failure to perform this Agreement when such failure results from an event of force majeure, meaning unforeseeable and unavoidable circumstances beyond the Party's reasonable control.

8.2 Notice and Action in the Event of Force Majeure

The affected Party shall notify the other Party within forty-eight (48) hours of becoming aware of the force-majeure event and shall use reasonable efforts to resume performance of the service.

8.3 Termination of the Agreement Due to Force Majeure

If the force-majeure situation lasts for more than two (2) months, either Party may terminate this Agreement without entitlement to compensation.

9. Intellectual Property

9.1 Ownership of Intellectual Property Rights

NeuronUP holds all intellectual and industrial property rights in and to the Platform, the Plans, the content, the resources, and any results generated by AI tools, provided such results are protectable by law and involve relevant human intervention. If the law does not recognize copyright in results generated solely by AI, the parties agree that the contractual right to use and exploit such results shall belong to NeuronUP.

9.2 Third-Party Elements Protected by Intellectual Property Rights

NeuronUP warrants that it holds the necessary permissions to use any third-party elements protected by intellectual or industrial property rights.

9.3 Limitation of the Client's Rights

The Client acquires no ownership or license rights in the Platform, the content, or the resources, except for the right of use required to perform this Agreement and only for its term.

9.4 Restrictions on Use of the Content

No license, assignment, transfer, alteration, reproduction, distribution, or public communication of the content is granted to the Client without the express prior written consent of NeuronUP or the relevant rights holders.

9.5 Access Without Transfer of Intellectual Property Rights

Access to the website, the Platform, the Plans, the content, and the resources does not grant the Client any intellectual-property or exploitation rights, nor any rights to alter or commercialize them.

9.6 Limited License of Use

NeuronUP grants the Client a limited, non-exclusive, non-transferable license to use the Platform, the Plans, and the documentation solely under the terms of this Agreement and for its duration.

9.7 Extension of Rights

The rights granted also apply to any update, modification, or extension of the Platform and the Plans.

9.8 Content Provided by the Client

If the Client provides content or data to the Platform, the Client warrants that it holds the necessary rights and authorizes NeuronUP to use such content for the purpose of providing the service.

9.9 Liability for Improper Use

If the Client's use of the product infringes any intellectual or industrial property rights or any other legitimate rights or interests, the Client shall assume any resulting liability, holding NeuronUP harmless from third-party claims arising therefrom.

9.10 Liability for Infringement of Intellectual Property Rights

If either party infringes intellectual or industrial property regulations, the other party shall be released from any liability, claims, damages, or penalties arising from such infringement, unless it has collaborated in, consented to, or benefited from it. Should either party receive a claim related to this matter, the affected party shall notify the other party immediately.

10. Confidentiality

10.1 Confidentiality Undertaking

All information or documentation that either Party provides to the other in the performance and execution of these Terms shall be deemed confidential and proprietary to the disclosing Party and may not be communicated to third parties without the disclosing Party's consent.

10.2 Exclusions

The Parties exclude from the category of confidential information any information disclosed to third parties by the Party that possesses it, that becomes public, that must be disclosed in accordance with law, a court order, or an imperative act of a competent authority, and that is obtained from a third party under no confidentiality obligation.

10.3 Duration of the Obligation

This confidentiality obligation shall remain in force for two (2) years after these Terms terminate.

10.4 Rights in the Information

Neither Party acquires any rights in the other Party's confidential information.

10.5 Client Authorization for Use of Logo and Name as Commercial Reference

The Client expressly authorizes NeuronUP to publicly announce that the Client is part of its customer portfolio—whether in press communications, events, public forums, conferences, etc.—for advertising and marketing purposes, and to use the Client's name and logo in NeuronUP's commercial materials.

10.6 Breach of the Obligation

A breach of the confidentiality obligation entitles the affected Party to seek compensation for the damages caused, as well as to adopt measures to prevent the disclosure or improper use of the confidential information.

11. Use of Artificial Intelligence (AI)

11.1 Purpose of AI Use

NeuronUP employs AI technologies in the course of its activities in order to optimize processes and enhance the quality of the service provided to the Client.

11.2 Information to the Client

The Client shall be informed of:

- A. the AI systems employed, their purpose, and basic operation;
- B. the known limitations and error margins of such systems; and
- C. the measures adopted to ensure data quality and mitigate bias.

11.3 Processing of Personal Data with AI

Where the use of AI involves the processing of personal data, the safeguards set out in the applicable data-protection legislation and in Article 10 of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 on Artificial Intelligence shall apply. The Client may request human oversight of automated decisions.

11.4 Commitment to Security and Oversight

NeuronUP shall maintain up-to-date technical documentation on its AI systems, conduct periodic risk assessments, and notify serious incidents to the competent authorities.

12. Personal-Data Protection

12.1 Personal Data Processed by NeuronUP

In compliance with the personal-data-protection legislation in force, NeuronUP informs you that personal data of Clients and of the various profiles operating on the Platform will be processed through the Platform.

12.2 In the Capacity of Data Controller

NeuronUP will process personal data of Clients in its capacity as data controller for the purpose of managing and administering the contractual relationship, as well as sending commercial information concerning products and services currently offered and those that NeuronUP may offer in the future. Such information includes advertising and promotional communications sent via the channels provided by the

Client. The legal bases for processing the Client's personal data are the performance of the Agreement and NeuronUP's legitimate interest and/or the Client's consent to receive commercial information.

12.3 In the Capacity of Data Processor

NeuronUP will process the personal data of the various profiles in its capacity as data processor, as an entity external to the data controller, by providing the web-platform service for neuro-rehabilitation (patient management: registrations, deletions, reports, treatments, exercises for cognitive rehabilitation and stimulation processes, etc.) and by managing inquiries and studies carried out by NeuronUP for the purpose of verifying and promoting scientific evidence resulting from the use of NeuronUP.

The profiles may be administrators and/or professionals or end users, who must enter the following personal data in the application:

- A. **Administrators:** e-mail address; first and last name.
- B. **Professionals:** e-mail address; first and last name; and professional position, if applicable.
- C. **End users (patients, students, or others):** first and last name; diagnosis/diagnoses; sex; country of residence; date of birth; native language; educational level; dominant hand; mood; and sleep quality. All of these data are optional and may be entered at the Professional's discretion. The end user may instead be identified by a code without the need to enter personal data.

These data will be processed as Data Controller by each Client for the purpose of providing the contracted medical and/or therapeutic services. The Client warrants that it has duly informed the Professionals and End Users of the processing of their personal data and that it has obtained the End Users' consent to such processing in accordance with applicable personal-data-protection legislation.

12.4 Data-Processing Agreement

NeuronUP has executed a data-processing agreement with each Client on the terms set out in Annex I hereto, governing NeuronUP's access to the personal data of the profiles for the provision of the services described in the preceding paragraph.

12.5 Information on AI Use

When the Client employs the AI tools made available on the Platform, the Client warrants that it will supervise the AI-generated results and will inform the end user of such use.

12.6 Disclosures and International Transfers

The data collected will not be disclosed to third parties, nor will international transfers be made, except where required by law or pursuant to the data subject's express consent. For any authorized transfers, Standard Contractual Clauses (SCCs) or other valid mechanisms will be employed.

12.7 Data Subject Rights

The Client may at any time exercise its rights of access, rectification, erasure, objection, restriction of processing, and data portability. End users shall exercise these rights with the Client (as data controller), and the Client shall respond within thirty (30) days. NeuronUP shall provide technical assistance to the Client in fulfilling such requests. The Client and the end users also have the right to lodge a complaint with the Spanish Data Protection Agency as the Supervisory Authority.

12.8 Access by NeuronUP Technicians

The Client authorizes, where necessary, remote access by NeuronUP technicians for maintenance tasks, provided that confidentiality is maintained and data-protection regulations are complied with.

12.9 Liability for Non-Compliance

Non-compliance by either Party with applicable data-protection laws (including, but not limited to, processing health data without a lawful basis, failing to safeguard access credentials, not performing data backups, or failing to ensure data accuracy) shall relieve the compliant Party of liability, without prejudice to its obligation to notify the Spanish Data Protection Agency.

12.10 Privacy Policy

Any matters not expressly covered by this clause shall be governed and supplemented by NeuronUP's then-current Privacy Policy, available at <https://neuronup.us/privacy-policy/#PRIVACY-POLICY>, which forms an integral part of this Agreement. That Privacy Policy provides additional information regarding the data controller, processing purposes, legal bases, recipients, retention periods, data-subject rights and procedures, and applicable security measures. The Client represents that it has read and accepted the Privacy Policy published on NeuronUP's website.

13. Amendments

13.1 Unilateral Amendments

NeuronUP may amend these Terms in order to improve the service or for justified technical, legal, operational, or business reasons.

13.2 Notice and Response Period

NeuronUP shall notify the Client of any material changes by e-mail and/or by posting on the Platform and/or on the website at least fifteen (15) calendar days in advance. The Client shall have fifteen (15) calendar days from the date of notification to terminate the Agreement if it does not accept the revised Terms. If the Client does not notify its objection within that period, the changes shall be deemed accepted.

13.3 Publication of Terms and Plans

The Terms, together with the commercial details and pricing of the Plans, shall be available on NeuronUP's website, indicating the date of the latest revision.

14. Assignment

14.1 Assignment by the Client

The Client may not assign its rights or obligations under this Agreement to any third party without the prior written consent of NeuronUP, except in the case of internal reorganizations (including mergers and demergers).

14.2 Subcontracting by NeuronUP

NeuronUP may subcontract all or part of the provision of the service, provided that NeuronUP remains fully liable to the Client for any failures or breaches by its subcontractors.

15. Limitation of Warranty and Liability

15.1 Exclusion of Liability

NeuronUP shall not be liable for:

- A. Indirect damages, including but not limited to lost profits, loss of data, or business interruption.
- B. Any failure to perform resulting from force majeure or causes beyond its reasonable control.
- C. In no event shall NeuronUP's total liability exceed the annual fees paid by the Client under this Agreement..

15.2 Liability for Willful Misconduct or Gross Negligence

The limitations and exclusions set forth in this Section 15 shall not apply in the event of willful misconduct, gross negligence, or breach of any material obligation under this Agreement.

16. Applicable Law and Dispute Resolution

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Spain.

16.2 Prior Mediation

In the event of any dispute, the Parties agree to attempt to resolve it by mediation under Spanish Act 5/2012 of 6 July on Mediation in Civil and Commercial Matters, within sixty (60) calendar days. If such mediation fails, the Parties may submit the dispute to the courts.

16.3 Jurisdiction

The Parties hereby submit to the exclusive jurisdiction of the Courts and Tribunals of Logroño, Spain, expressly waiving any other venue.

Annex I: Data-Processing Agreement

1. Purpose of the Engagement

This Annex governs the terms under which NEURONUP, S.L. (hereinafter, the “Data Processor”) shall process personal data on behalf of the Client (hereinafter, the “Data Controller”), in accordance with Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”), and Article 33 of Spanish Organic Law 3/2028 of 5 December on Personal Data Protection and Guarantee of Digital Rights (the “LOPDGDD”).

2. Term

The processing under this Annex shall continue for the duration of the Agreement and for as long as the Data Processor retains any personal data on behalf of the Data Controller.

3. Nature of the Processing

The Data Processor shall carry out, among others, the following operations on personal data:

- Recording of the information provided by the Data Controller or by the data subjects themselves.
- Organization, structuring, and storage in computer systems under its control (including hosting sites, backups, and cloud services).
- Consultation and use of only the data strictly necessary to provide the contracted services (customer service, technical support, platform management, etc.).
- Communication or granting of access to subprocessors or authorized third parties when essential for the provision of the service, always under the safeguards required by the GDPR.
- Restriction, anonymization, erasure, and destruction of the data once the purpose has been fulfilled or upon expiry of the legally prescribed retention periods.

4. Purpose of Processing

The purpose of the processing is to provide the web-based platform service for cognitive rehabilitation and stimulation, managing end users through enrolment, de-registration, reports, treatments, and exercises; maintain and continuously improve the application's usability; and manage inquiries and studies conducted by NeuronUP to verify and promote scientific evidence following use of the software, and to carry out ongoing research and development projects, including the generation of progress graphs and the application of artificial intelligence.

5. Legal Basis for Processing

The legal bases for processing are:

- The performance of a contract.
- The data subject's consent, or authorization by contract to the Data Controller, namely the Client of NeuronUP.
- Compliance with a legal obligation applicable to the Data Controller.
- The pursuit of legitimate interests by the Data Controller.

6. Data to be Processed by the Data Processor

For the purposes of performing the services under the Data-Processing Agreement and, where applicable, the legitimate interests, the Data Processor shall process the personal data for which the Client acts as Data Controller:

6.1 End Users (patients, students, or others)

The application offers the option to code end-user data. Depending on whether the Data Controller elects to use this option, the display of user data will differ as described below.

6.1.1 Display with Code

a) Mandatory Fields

- Code.
- Identifying data: IP address.

b) Optional Fields

- Identifying data: country of residence.
- Special categories of personal data: health and medical history (diagnoses, anamnesis, observations, tests, assessments, treatments, etc.).
- Personal characteristics: sex, native language, date of birth, dominant hand.
- Academic and professional: education.

6.1.2 Display without Code

a) Mandatory Fields

- Identifying data: full name (first and last name), IP address.

b) Optional Fields

- Identifying data: tax identification number, mailing address, photograph, telephone number, country of residence.
- Special categories of personal data: health and medical history (diagnoses, anamnesis, observations, tests, assessments, treatments, etc.).
- Personal characteristics: marital status, family status, date and place of birth, age, sex, native language, dominant hand.
- Social circumstances: family situation, hobbies and lifestyle.
- Academic and professional: education, employment history.
- DContact persons: legal guardian or representative—full name, email address, telephone number.
- Other: any additional data entered by the professional.

6.1.3 Any Display, With or Without Code, of Mandatory Data

- Login (remote sessions).
- Mood (assessment).
- Sleep quality (assessment).

6.2 Professional Users:

a) Mandatory Fields

- Identifying data: full name; login; e-mail address; IP address.

b) Optional Fields

- Identifying data: photograph; telephone number.
- Academic and professional: position.

7. Categories of Data Subjects

- Patients, students, and users.
- Professional employees.
- Legal representative of the Client.

8. Obligations of the Data Processor

The Data Processor and all of its personnel shall:

- Use the personal data to which they have access solely for the purposes of this engagement. Under no circumstances may they use the data for their own purposes or for any purpose other than those set forth in the Agreement.

2. Process the data in accordance with the instructions of the Data Controller. If the Data Processor considers that any instruction infringes applicable data-protection law, it shall immediately inform the Data Controller.
3. Not communicate, disclose, or transfer the data to any third party, except with the express authorization of the Data Controller or as legally permitted.
4. Maintain confidentiality with respect to all personal data accessed under this engagement, even after termination of the Agreement.
5. Ensure that any person authorized to process personal data signs a written commitment to respect confidentiality and to comply with the applicable security measures, which shall be communicated to them in advance.
6. Keep available to the Data Controller documentation demonstrating compliance with the foregoing confidentiality obligation.
7. Provide necessary training in personal-data protection to all persons authorized to process personal data.
8. Assist the Data Controller in responding to requests by data subjects to exercise their rights:
 - A. Access, rectification, erasure and objection.
 - B. Restriction of processing.
 - C. Data portability.
 - D. Not to be subject to automated individual decisions (including profiling).

In such cases, the Data Processor shall notify the Data Controller by e-mail immediately and in no event later than three (3) business days after receipt of the request, together with any other information relevant to resolving it.

Recognize that it is the Data Controller's responsibility to provide the information required by the GDPR at the time of data collection. Any Client or professional who submits a third party's personal data to NeuronUP must duly inform the data subject and will be liable for that obligation under the GDPR..

9. Maintain a written record of processing activities containing all elements required by the GDPR.
10. Notify the Data Controller, without undue delay, of any personal-data breach of which it becomes aware, along with all information necessary for documenting and reporting the incident to the supervisory authority.

Notification shall not be required if the breach is unlikely to result in a risk to the rights and freedoms of data subjects. Any notification shall follow the procedure and minimum content prescribed by applicable law.

11. Support the Data Controller in conducting data-protection impact assessments and in making any prior consultations with the supervisory authority, and shall provide the Data Controller with all information necessary to demonstrate compliance with its obligations and to facilitate audits or inspections by the Data Controller or its authorized auditor, without prejudice to NeuronUP's trade secrets.
12. Not subcontract any of the services that involve personal-data processing under this engagement, except for auxiliary services strictly necessary for the normal provision of the Data Processor's services.

Ensure that any subcontractor engaged as a further Data Processor is bound by the same terms (instructions, obligations, security measures, etc.) and formal requirements as itself regarding the proper processing of personal data and the protection of data-subject rights. In the event of the subcontractor's non-compliance, the original Data Processor shall remain fully liable to the Data Controller for all obligations.

13. Implement security measures and mechanisms to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; to restore availability and access to personal data promptly in the event of a physical or technical incident; and to regularly verify, assess, and evaluate the effectiveness of the technical and organizational measures implemented to ensure the security of processing.

9. Obligations of the Data Controller

Draft the legal clause necessary to discharge the duty to inform the data subject and to obtain their consent for the processing of personal data.

Ensure, both before and throughout the processing, compliance with applicable data-protection laws and with this Agreement.

10. International Transfers

NeuronUP, in support of the management of its platform and the conduct of its business, uses the services of certain providers located outside the European Economic Area ("EEA") to whom it transfers personal data as a data processor, thereby effecting an international data transfer. Such transfers are subject to laws in the recipient countries that may differ from European data-protection laws in terms of recognized rights and the existence of a supervisory authority. A list of these providers is available at <https://neuronup.us/privacy-policy/#LEGAL-DISCLAIMER>. The legal basis for these transfers is the Client's consent, as recorded in the Agreement and by acceptance of the Privacy Policy, which identifies the providers and explains how to consult their policies. NeuronUP will publish any updates on this topic at <https://neuronup.us/privacy-policy/#PRIVACY-POLICY>.

11. Retention Period

Data shall be retained for as long as the Agreement remains in effect. In the event that data are used for research and Platform improvement, once anonymized they may be retained indefinitely unless the Client deletes them from the application prior to termination of the Agreement. Upon termination of this Agreement, the Data Controller shall erase all information stored under the Agreement.

12. Security Measures

NeuronUP is certified to ISO/IEC 27001:2022, meeting all requirements for the maintenance of this standard with the primary objective of ensuring the confidentiality, integrity, and availability of information. In addition to the obligations set forth above, the Data Controller implements all technical and organizational security measures required by the GDPR and the LOPDGDD, including:

- Appointment of a Data Protection Officer, contactable at lopdp@neuronup.com.
- Analysis and management of data-protection risks.
- Privacy-by-design and privacy-by-default controls.
- Data-protection policies.
- Password policy governing access to data.
- Periodic review and updating of information-security and data-protection policies.
- Change management, user provisioning and deprovisioning, and periodic updating of logical-access credentials; definition of user profiles with appropriate privilege levels, including administrative profiles for system installation and configuration.
- Definition of staff roles and obligations.
- Procedures for notification and communication of personal-data breaches.
- Logical access controls.
- Backup and recovery procedures.
- Anti-malware measures.
- Equipment maintenance and software-update management.
- Restrictions on software installation to authorized personnel only.
- Encryption of data in transit over public or wireless networks.
- Encryption of data at rest.
- Secure network connectivity.
- Third-party management
 - Contracts, service-level agreements...
 - Responsible selection of cloud-service providers.
- Incident logging and management.
- Asset inventory maintenance.

These measures are designed to provide ongoing confidentiality, integrity, availability, and resilience of processing systems and services.