



MEDICAL DISCLAIMER AND AI RECOMMENDATION DISCLAIMER

BrainSMART Lifestyle Companion

Effective Date: June 25, 2026

Last Updated: June 25, 2026

IMPORTANT NOTICE

PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING BRAINSMART LIFESTYLE COMPANION.

BY ACCESSING OR USING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE TO THIS DISCLAIMER.

1. NOT MEDICAL ADVICE

BrainSMART Lifestyle Companion ("BrainSMART") is intended solely for informational, educational, wellness, and lifestyle support purposes.

The information, assessments, recommendations, reports, scores, insights, shopping lists, product recommendations, articles, and other content provided through the Services:

- Do not constitute medical advice;
- Do not constitute healthcare services;
- Do not constitute professional medical opinions;
- Do not constitute diagnosis or treatment;
- Do not replace consultation with qualified healthcare professionals.

You should always seek the advice of a licensed physician or other qualified healthcare provider regarding any medical condition, diagnosis, treatment, medication, or healthcare decision.

Never disregard professional medical advice or delay seeking treatment because of information obtained through BrainSMART.

2. NOT A MEDICAL DEVICE

BrainSMART is not a medical device and is not intended to diagnose, prevent, monitor, predict, treat, cure, or alleviate any disease, illness, injury, or medical condition.

The Services are designed to support wellness, lifestyle improvement, education, and healthy habit formation only.

3. NO DOCTOR-PATIENT RELATIONSHIP

Use of BrainSMART does not create:

- A physician-patient relationship;
- A healthcare provider relationship;
- A clinical relationship;
- A fiduciary healthcare relationship.

BrainSMART and its operators do not provide healthcare services and do not act as your physician, therapist, pharmacist, dietitian, or other healthcare provider.

4. EMERGENCY MEDICAL SITUATIONS

BrainSMART must never be used during a medical emergency.

If you believe you may be experiencing a medical emergency, immediately:

- Call 911;
- Contact emergency medical services;
- Visit the nearest emergency room;
- Contact your healthcare provider.

Do not rely on the Services for emergency assistance.

5. AI-GENERATED CONTENT

BrainSMART uses artificial intelligence, machine learning technologies, algorithms, automated decision-support systems, and data analysis tools to generate certain content and recommendations.

These systems may generate:

- Wellness recommendations;
- Habit suggestions;
- Lifestyle insights;
- Nutritional suggestions;
- Shopping lists;
- Product recommendations;
- Educational guidance;
- Personalized reports.

Artificial intelligence systems may produce information that is:

- Incomplete;
- Inaccurate;
- Outdated;
- Inappropriate for your circumstances;
- Based on incorrect user-provided information.

AI-generated recommendations should always be independently evaluated before use.

6. NO GUARANTEE OF ACCURACY

While BrainSMART strives to provide useful and evidence-informed wellness information, we do not guarantee:

- Accuracy;
- Completeness;
- Reliability;
- Scientific validity;
- Suitability for individual users;
- Clinical appropriateness.

Information provided through the Services may not reflect the latest medical research or clinical guidelines.

7. USER RESPONSIBILITY

You are solely responsible for:

- Evaluating recommendations;
- Making healthcare decisions;
- Consulting qualified professionals;
- Verifying information;
- Determining whether recommendations are suitable for your circumstances.

Any actions taken based on information provided through BrainSMART are taken at your own risk.

8. HEALTH INFORMATION PROVIDED BY USERS

Recommendations generated by BrainSMART are dependent upon information submitted by users.

If information entered is:

- Incorrect;
- Incomplete;
- Outdated;

- Misleading;

the resulting recommendations may also be inaccurate or inappropriate.

Users are responsible for ensuring that submitted information remains accurate and current.

9. PRODUCT RECOMMENDATIONS

BrainSMART may recommend products, foods, supplements, services, retailers, or wellness-related items.

These recommendations are generated based on information provided by users and may be supported by automated recommendation systems.

BrainSMART:

- Does not manufacture products;
- Does not guarantee product safety;
- Does not guarantee effectiveness;
- Does not guarantee suitability;
- Does not guarantee regulatory approval;
- Does not guarantee health outcomes.

Users should independently evaluate products before purchase or use.

Users should consult healthcare professionals before beginning any supplement, nutrition, exercise, or wellness program.

10. NUTRITION, FITNESS, AND WELLNESS INFORMATION

Any nutrition, fitness, exercise, sleep, cognitive wellness, mental wellness, or lifestyle information provided through the Services is general in nature.

Such information may not be appropriate for:

- Existing medical conditions;
- Pregnancy;

- Chronic illnesses;
- Medication interactions;
- Allergies;
- Physical limitations;
- Individual healthcare needs.

Professional advice should be obtained before implementing significant health or lifestyle changes.

11. NO GUARANTEED RESULTS

BrainSMART does not guarantee any particular outcome, including:

- Improved health;
- Weight loss;
- Improved cognitive performance;
- Reduced disease risk;
- Improved fitness;
- Improved mental wellness;
- Behavioral changes;
- Successful lifestyle improvements.

Results vary among individuals.

12. THIRD-PARTY CONTENT

The Services may reference, link to, display, or recommend third-party products, services, content, retailers, or websites.

BrainSMART does not endorse, warrant, or assume responsibility for any third-party products or services.

Your interactions with third parties are solely between you and the applicable third party.

13. LIMITATION OF RELIANCE

You agree not to rely solely upon information provided through BrainSMART when making healthcare decisions.

Healthcare decisions should be made in consultation with qualified healthcare professionals familiar with your individual circumstances.

14. ASSUMPTION OF RISK

By using BrainSMART, you acknowledge that participation in wellness, fitness, nutrition, lifestyle, and health-related activities carries inherent risks.

You voluntarily assume all risks associated with your use of the Services and any actions taken based on recommendations provided.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law, BrainSMART, its owners, officers, employees, contractors, affiliates, licensors, and partners shall not be liable for:

- Personal injury;
- Health complications;
- Medical outcomes;
- Treatment decisions;
- Product usage outcomes;
- Reliance upon recommendations;
- Errors or omissions in content;
- AI-generated inaccuracies.

Users assume full responsibility for decisions made based upon information obtained through the Services.

16. ACKNOWLEDGMENT

BY USING BRAINSMART LIFESTYLE COMPANION, YOU ACKNOWLEDGE THAT:

- YOU HAVE READ THIS DISCLAIMER;
- YOU UNDERSTAND THE SERVICES DO NOT PROVIDE MEDICAL ADVICE;
- YOU UNDERSTAND THAT RECOMMENDATIONS MAY BE GENERATED USING ARTIFICIAL INTELLIGENCE;
- YOU UNDERSTAND THAT AI-GENERATED CONTENT MAY BE INACCURATE;
- YOU AGREE TO CONSULT QUALIFIED HEALTHCARE PROFESSIONALS FOR MEDICAL ADVICE;
- YOU ACCEPT RESPONSIBILITY FOR YOUR DECISIONS AND ACTIONS.

IF YOU DO NOT AGREE WITH THIS DISCLAIMER, YOU MUST NOT USE THE SERVICES.