



TERMS OF SERVICE

BrainSMART Lifestyle Companion

Effective Date: June 25, 2026

Last Updated: June 25, 2026

1. Acceptance of Terms

Welcome to BrainSMART Lifestyle Companion ("BrainSMART," "Company," "we," "our," or "us").

These Terms of Service ("Terms") govern your access to and use of the BrainSMART Lifestyle Companion mobile application, website, software, content, features, and related services (collectively, the "Services").

By creating an account, accessing, downloading, or using the Services, you agree to be legally bound by these Terms.

If you do not agree to these Terms, you must not use the Services.

2. Eligibility

You must be at least eighteen (18) years old, or the age of majority in your jurisdiction, to use the Services.

By using the Services, you represent and warrant that:

- You have legal capacity to enter into these Terms;
 - The information you provide is accurate and complete;
 - You will comply with all applicable laws and regulations.
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3. Description of Services

BrainSMART Lifestyle Companion is a wellness and lifestyle platform that may provide:

- Health and wellness assessments;
- Lifestyle guidance;
- Healthy habit recommendations;
- Nutrition suggestions;
- Shopping lists;
- Product recommendations;
- Educational content;
- AI-powered wellness insights;
- Personalized user experiences.

The Services are intended solely for informational and wellness purposes.

4. No Medical Advice

IMPORTANT: BRAINSMART DOES NOT PROVIDE MEDICAL CARE.

The Services:

- Are not medical devices;
- Do not provide medical diagnosis;
- Do not prescribe treatment;
- Do not replace healthcare professionals;
- Do not establish a doctor-patient relationship.

Any recommendations, insights, assessments, scores, or reports generated by BrainSMART are provided for informational and educational purposes only.

You should always consult a licensed healthcare professional before making decisions regarding your health, treatment, medications, diet, exercise, or medical conditions.

If you are experiencing a medical emergency, call 911 or your local emergency services immediately.

5. User Accounts

To access certain features, you may be required to create an account.

You agree to:

- Provide accurate information;
- Maintain current information;
- Keep your credentials confidential;
- Notify us immediately of unauthorized access.

You are responsible for all activities occurring under your account.

6. Health Information

You may voluntarily provide health-related information, including:

- Medical history;
- Wellness assessments;
- Symptoms;
- Lifestyle information;
- Nutrition information;
- Activity data;
- Health goals.

You acknowledge that:

- You choose what information to provide;
- You are responsible for the accuracy of information submitted;
- Recommendations depend on information you provide.

Providing false or incomplete information may result in inaccurate recommendations.

7. AI-Generated Recommendations

BrainSMART may use artificial intelligence, machine learning, automated decision-support systems, algorithms, and predictive technologies.

Recommendations generated by these systems may include:

- Healthy habits;
- Wellness suggestions;
- Product recommendations;
- Shopping lists;
- Lifestyle guidance.

You acknowledge that:

- AI-generated recommendations may not be accurate;
- Recommendations may not be suitable for your specific circumstances;
- Human review is not guaranteed for every recommendation;
- Recommendations should not be relied upon as medical advice.

You remain solely responsible for decisions you make based on information provided through the Services.

8. Product Recommendations

The Services may recommend:

- Foods;
- Nutritional products;
- Consumer products;
- Wellness products;
- Retail products;
- Third-party services.

BrainSMART:

- Does not manufacture products;
- Does not guarantee product safety;
- Does not guarantee product effectiveness;
- Does not warrant product availability;
- Does not guarantee health outcomes.

Any purchase decisions are solely your responsibility.

9. User Conduct

You agree not to:

- Violate applicable laws;
- Submit false information;
- Interfere with platform operations;
- Reverse engineer the Services;
- Upload malicious code;
- Attempt unauthorized access;
- Circumvent security measures;
- Use the Services for fraudulent activities.

We may suspend or terminate accounts violating these Terms.

10. Intellectual Property

All rights, title, and interest in the Services remain the property of BrainSMART or its licensors.

This includes:

- Software;
- Algorithms;
- Databases;
- Content;
- Logos;
- Trademarks;
- Designs;
- Documentation.

No ownership rights are transferred to users.

Except as expressly permitted, you may not:

- Copy;
- Reproduce;
- Modify;

- Distribute;
 - Sell;
 - License;
 - Create derivative works from the Services.
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11. User Content

You retain ownership of content you submit to the Services.

By submitting content, you grant BrainSMART a worldwide, non-exclusive, royalty-free license to use, process, store, reproduce, and display such content solely for purposes of providing and improving the Services.

You represent that:

- You own the content or have permission to provide it;
 - The content does not violate any laws or third-party rights.
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12. Privacy

Your use of the Services is also governed by our Privacy Policy.

By using the Services, you acknowledge that your information may be collected, used, stored, and processed in accordance with our Privacy Policy.

13. Third-Party Services

The Services may integrate with or provide links to third-party services, websites, retailers, products, or content.

BrainSMART is not responsible for:

- Third-party products;
- Third-party services;
- Third-party websites;

- Third-party privacy practices;
- Third-party content.

Your interactions with third parties are governed by their own terms and policies.

14. Subscription Services

Certain features may require payment or subscription.

If applicable:

- Fees will be disclosed before purchase;
- Charges may recur automatically;
- You authorize applicable payment processing;
- Taxes may apply where required.

Subscriptions continue until cancelled.

Unless otherwise required by law, fees are non-refundable.

15. App Store Terms

If the application is downloaded through an app marketplace, including Apple's App Store or Google Play:

- These Terms are between you and BrainSMART;
 - App store operators are not responsible for the Services;
 - App store operators are third-party beneficiaries of these Terms where applicable.
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16. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

BRAINSMART DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING:

- MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- ACCURACY;
- RELIABILITY;
- AVAILABILITY.

WE DO NOT WARRANT THAT:

- THE SERVICES WILL BE ERROR-FREE;
- RESULTS WILL BE ACCURATE;
- RECOMMENDATIONS WILL BE SUITABLE;
- THE SERVICES WILL BE UNINTERRUPTED.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAINSMART SHALL NOT BE LIABLE FOR:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- LOSS OF PROFITS;
- LOSS OF DATA;
- PERSONAL DECISIONS MADE BASED ON RECOMMENDATIONS.

IN NO EVENT SHALL BRAINSMART'S TOTAL LIABILITY EXCEED THE GREATER OF:

(A) ONE HUNDRED U.S. DOLLARS (\$100), OR

(B) THE AMOUNT PAID BY YOU TO BRAINSMART DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Some jurisdictions may not permit certain liability limitations. In such jurisdictions, liability will be limited to the fullest extent permitted by law.

18. Indemnification

You agree to defend, indemnify, and hold harmless BrainSMART, its officers, directors, employees, contractors, affiliates, and partners from claims arising from:

- Your use of the Services;
 - Your violation of these Terms;
 - Your violation of applicable laws;
 - Your infringement of third-party rights.
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19. Termination

We may suspend or terminate access to the Services at any time if:

- You violate these Terms;
- We suspect misuse;
- Required by law;
- Necessary to protect users or the platform.

Upon termination, your right to access the Services immediately ceases.

20. Governing Law

These Terms shall be governed by and construed under the laws of:

New Hampshire, United States

without regard to conflict-of-law principles.

Any disputes shall be resolved in the courts located within that jurisdiction unless otherwise required by applicable law.

21. Arbitration (Optional)

To the extent permitted by law, disputes may be resolved through binding arbitration rather than court proceedings.

If you choose to include arbitration, local legal counsel should review this provision to ensure compliance with applicable laws.

22. GDPR Users

If you are located in the European Economic Area, United Kingdom, or Switzerland, you may have additional rights under applicable data protection laws, including rights relating to access, correction, deletion, restriction, portability, objection, and withdrawal of consent.

These rights are described in our Privacy Policy.

23. HIPAA and Healthcare Compliance

Where applicable, BrainSMART may implement safeguards designed to protect health information.

However, users acknowledge that not all information submitted through the Services necessarily constitutes Protected Health Information (PHI) under HIPAA.

Nothing in these Terms creates a healthcare provider relationship between BrainSMART and users.

24. Changes to the Terms

We may update these Terms from time to time.

Changes become effective upon posting.

Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

25. Contact Information

BrainSMART Lifestyle Companion

Legal Department

Email: peabody2@brainhealthinitiative.org

Privacy Officer

Email: lesliewilliamson11@gmail.com

Mailing Address:

32 Schooner Drive. Dover, NH 03820

Phone:

(603) 276-9478

26. Entire Agreement

These Terms, together with the Privacy Policy and any additional policies incorporated by reference, constitute the entire agreement between you and BrainSMART regarding the Services and supersede all prior agreements and understandings.