

# Neurocram Registered User Agreement

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This User Agreement ("Agreement") is a contract between you and Neurocram, LLC and applies to your subscription to and use of products and services available through <https://neurocram.azurewebsites.net> (collectively the "Services"). Use or access of the website or Services constitutes an agreement to be bound by the terms and conditions hereof.

We may amend this agreement at any time by posting the amended terms on <https://neurocram.azurewebsites.net> (the "Site"). Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our site. Upcoming changes will also be posted on this page.

In this Agreement, "you" or "your" means any person or entity subscribing to and/or using the service ("Users"). Unless otherwise stated, "Neurocram, LLC" "we," or "our" will refer collectively to Neurocram, LLC.

Registering with Neurocram makes you eligible to receive our future offers and promotions.

## **License**

In consideration of and subject to your payment of the appropriate subscription fee for the Services and your agreement to and compliance with the terms and conditions set forth in this Agreement, Neurocram, LLC. grants you a non-exclusive, non-sub licensable, non-transferable, limited use license to use and access the Neurocram, LLC. content (collectively the "Licensed Materials") from multiple places/locations/computers at "different times."

## **Software Use Terms**

THE MATERIALS MAINTAINED ON THE SITE AND PROVIDED AS PART OF THE SERVICES, IN WHOLE OR IN PART, ARE THE SOLE AND EXCLUSIVE PROPERTY OF NEUROCRAM, LLC., AND SHALL NOT BE REPLICATED, REPRODUCED, COPIED, DOWNLOADED REMOVED, OR OTHERWISE TRANSCRIBED. USER SHALL NOT ACCESS OR USE LICENSED MATERIALS EXCEPT ON THE SITE FOR THE PURPOSES THEREIN SET FORTH. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A LICENSE, AUTHORIZATION, OR GRANT TO RIGHTS TO COPY, DISSEMINATE, THE INFORMATION TO ANY OTHER FORUM OR MEDIA.

ALL APPLICABLE WORKS MAINTAINED ON THE SITE ARE SUBJECT TO COPYRIGHT, TRADE MARK, SERVICE MARK, AND SUCH OTHER INTELLECTUAL PROPERTY RIGHTS AS MAY APPLY FROM TIME TO TIME.

In the event that an educational institution, i.e. medical school, residency program(s), pays for the user's self-assessment subscription, the educational institution can request the performance results from Neurocram, LLC. through the consent of the user. Neurocram may also share completion metrics with third parties for purposes of documenting student progress and met learning objectives (eg ACGME requirements).

### **Export Restrictions on International Sales**

In accordance with current U.S. export restrictions, Neurocram, LLC. software(s) may be downloaded by individuals throughout the world except those in the following embargoed countries: Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), and Sudan. If you are in one of these countries, you may not download Neurocram, LLC. software(s). Neurocram, LLC. reserves the right to (i) add or remove countries, states, or jurisdictions from this list as required by applicable law and (ii) deny or restrict services to the listed countries and revoke the credentials or access of any person situated in an enumerated jurisdiction.

### **Access to Course Content**

You shall be allowed to use the Licensed Materials for the specific course(s) and matter to which you have subscribed. Each course has its own subscription fees and course duration. You are not allowed to access the content of courses to which you have not subscribed other than in a trial format.

### **Refunds/Cancellations/Reactivations**

Except as otherwise provided in this agreement or at the sole discretion of Neurocram, LLC., no refunds, cancellations, or changes to subscriptions will be allowed.

### **Member Account/Password and Security**

You must complete Neurocram, LLC. registration process in order to subscribe to and use the services by providing us with current, complete, and accurate information as prompted by the applicable registration form. You will also choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify Neurocram, LLC. immediately of any unauthorized use of your account or any other breach of security. Neurocram, LLC. will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Neurocram, LLC. or another party due to someone else using your account or password.

### **Ownership**

The Licensed Materials, including all intellectual property rights in the Licensed Materials are the sole and exclusive property of Neurocram, LLC. By indicating that you accept these

terms, you do not become the owner of the licensed materials, but are entitled to use them according to the terms of this agreement.

### **Subscription Term**

You have obtained a limited, non-transferable right to use and access the Licensed Materials for the course you have subscribed to for the subscription period of that course. At the end of this period, your right to use and access the Licensed Materials will expire automatically unless you renew your subscription under the current terms and conditions. The subscription will start immediately after the activation unless the User notifies Neurocram, LLC. with a desired start date before using any part of the subscription. Subscription(s) cannot be suspended temporarily or reactivated later. The User must use the subscribed material within the subscription period and no free extensions are offered for any unused period. Renewals are offered as a continuation to current subscription term. Renewals are not offered for later use after expiration of current subscription. The User must renew the subscription prior to expiration and use it continuously. Renewal will only be provided to the course subscribed. Renewals allow the user to work for extended period on the existing test information. This agreement and your license to use the Licensed Materials will also terminate in Neurocram, LLC. sole discretion, if you fail to comply with any term or condition in this agreement.

### **Prohibitions**

You are expressly prohibited from copying, reverse engineering, or modifying any or all of the Licensed Materials. No part of the Licensed Materials may be copied for resale or other commercial use or offered for sale or reproduced on any bulletin

s, web sites, discussion forums, Internet domains, or online chartrooms. You may not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted at the Site. You may not disclose or share your password with any third parties or use your password for an unauthorized purpose.

We respect the privacy of the patients and physicians involved in the creation of the questions. You are expressly prohibited from asking as to the identities of the patients or the physicians writing the questions.

This resource should not be used as a means for diagnosis or management of patients.

### **Restriction Against Transfer**

You are not allowed to sublicense, assign, share, sell, rent, lease, or otherwise transfer your right to use the Licensed Materials. All accounts at Neurocram, LLC. are monitored for multiple logons. In the event that Neurocram, LLC. believes in its sole discretion that an account is being used by multiple users at the same time, Neurocram, LLC. reserves the right to terminate that account without any notice or refund. We also retain the right to sue on grounds of breach of contract. Therefore, please do not disclose your account details to anyone else.

## **Violations**

In the event that you breach any term of this Agreement, Neurocram, LLC. may in its sole discretion terminate this Agreement, your access to the site, and its provision of services to you without refund, and Neurocram, LLC. reserves the right to seek all remedies available by law and in equity for such breaches.

## **No Warranties**

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## **Limitation of Liability**

Neurocram, LLC. specifically disclaims any liability (whether based in contract, tort, strict liability, or otherwise) for and User shall not be entitled to recover any indirect, incidental, consequential, punitive, or special damages arising out of or in any way connected with access to or use of the site, this agreement, and our services, even if Neurocram, LLC. has been advised of the possibility of such damages, including liability associated with any medical malpractice or viruses, which may infect a user's computer equipment. Neurocram, LLC. maximum liability arising out of or in connection with your use of its services and site, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed your subscription fee actually paid.

### **Confidentiality of User Communications**

Except as required by law, Neurocram, LLC. will maintain the confidentiality of all User communications, which contain personal user information and which are transmitted directly to Neurocram, LLC.. Postings by a User on any public arena, such as a message board or in any chat room, will not be protected as confidential, and Neurocram, LLC. may use and disclose information contained in any such postings (including any ideas, concepts, know-how, or other intellectual property) for any purpose deemed appropriate by Neurocram, LLC.

### **Linked Internet Sites**

Neurocram, LLC. is not responsible for the content available on any other Internet sites linked to the site. Access to any other Internet sites linked to the site is at the user's own risk.

You may link to the home page of our website as long as the link does not cast us in a false or misleading light.

### **Postings**

Neurocram, LLC. is under no obligation to review any messages, information, or content ("Postings") posted on the site by Users, and assumes no responsibility or liability relating to any such postings. Notwithstanding the above, Neurocram, LLC. may from time to time monitor the postings on the site and may decline to accept and/or remove any postings that contain: Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to any material which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law, advertisements or solicitations of any kind, messages posted by Users impersonating others, personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references, messages by non-spokesperson employees of Neurocram, LLC. purporting to speak on behalf of Neurocram, LLC., messages that offer unauthorized download of any copyrighted or private information, multiple messages placed within individual folders by the same user restating the same point, and chain letters of any kind. Neurocram, LLC. shall have sole discretion with respect to the removal of any content posted on the Site.

### **DMCA Guidelines**

In accordance with the Digital Millennium Copyright Act or DMCA, Neurocram, LLC. encourages all copyright infringement claims to be made in writing. Any registered user or visitor to the Neurocram, LLC. website who believes they are a victim of copyright infringement should notify the Neurocram, LLC. DMCA agent immediately.

If you are the copyright owner or an agent acting on behalf of the copyright owner, please provide us the following information: The description of the probable copyright infringement material(s); any information that can assist Neurocram, LLC. agents to properly pinpoint the

information, including URL's, infringer's user ID, URL of the page, date of posting, and any other pertinent information or data; detailed contact information, including your full name, address, e-mail, and telephone number; include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law." Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed." Written communication should be sent to: [support@neurocram.com](mailto:support@neurocram.com)

### **Governing Law**

This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled. This agreement is governed by the internal substantive laws of Connecticut State in the United States of America, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Fairfield County, Connecticut in the United States of America. Any defense of lack of personal jurisdiction, improper venue, or forum non conveniens is hereby waived. If any provision of this agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. No waiver of any term of this agreement shall be deemed a further or continuing waiver of such term or any other term.

Should you have any questions regarding this agreement, you may contact Neurocram, LLC. ([support@neurocram.com](mailto:support@neurocram.com)) at any time.

### **PRIVACY POLICY**

The privacy of our visitors to is important to us. At Neurocram, we recognize that privacy of your personal information is important. Here is information on what types of personal information we receive and collect when you use and visit <https://neurocram.azurewebsites.net>, and how we safeguard your information. We never sell your personal information to third parties.

**Log files.** As with most other websites, we collect and use the data contained in log files. The information in the log files include your IP (internet protocol) address, your ISP (internet service provider, such as AOL or Shaw Cable), the browser you used to visit our site (such as Internet Explorer or Firefox), the time you visited our site and which pages you visited throughout our site.

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You can choose to disable or selectively turn off our cookies or third-party cookies in your browser settings, or by managing preferences in programs such as Norton Internet Security. However, this can affect how you are able to interact with our site as well as other websites. This could include the inability to login to services or programs, such as logging into forums or accounts.