



**NEURO THESIS**  
**TERMS AND CONDITIONS**  
Last update [01/08/2022]

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1. **ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1 Please read these Terms carefully before accessing or using the Website, creating an Account and/or making any purchases via the Website.
- 1.2 These Terms govern: the relationship between You, Neuro Thesis and/or any Third-Party Service Providers; your use of Neuro Thesis's Website; the courses, workshops, seminars, events, podcasts, mediation sessions, and coaching sessions accessed via the Website; your purchase of access to any Content or In-Person Event; and the purchase of any Products available on the Website.
- 1.3 By accessing or using the Website, You agree that you have read, understood, and agree to be bound by these Terms, if You do not wish to be bound by these terms and conditions, You may not access or use the Website.

2. **DEFINITIONS**

- 2.1 **"Account Credentials"** means a User's username and password used to authenticate a User when logging in to its Neuro Thesis Account;
- 2.2 **"Account/Neuro Thesis Account"** means a User's Neuro Thesis Account, created on the Website;
- 2.3 **"Agreement/Terms"** means these terms and conditions and any amendments hereto, as listed on the Website from time to time;
- 2.4 **"Content"** means all online Content which may be accessed/downloaded via the Website from time to time, including but not limited to, courses, workshops, seminars, events, podcasts, mediation sessions, and coaching



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sessions (Neuro Thesis may sell access to the Content via the Website on its own behalf or on behalf of Third-Party Service Providers);

- 2.5 **“Day”** means calendar day;
- 2.6 **“In-Person Events”** means any workshops; seminars; events; podcasts; mediation sessions; and coaching sessions held in person (Neuro Thesis may sell access to In-Person Events via the Website on its own behalf or on behalf of Third-party Service Providers);
- 2.7 **“Neuro Thesis”** means the owner of this website and the “Brinn Tomes / Dadologi / Momologi / Famologi / Kidologi” brand, Neuro Thesis (Pty) Ltd, a private company with registration number 2022/574462/07, incorporated in terms of the laws of the Republic of South Africa, with its registered address at 42 Keerom Street, Cape Town South Africa;
- 2.8 **“Parties”** means both Neuro Thesis and the User, and **“Party”** means either one of them as the context may indicate;
- 2.9 **“Personal Information”** means personal information as defined in the Protection of Personal Information Act 4 of 2013, including (but not limited to) information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person;
- 2.10 **“Products”** means the various merchandise available for purchase via the Website from time to time;
- 2.11 **“Third-Party Service Providers”** means third-party service providers who may create/host/conduct the Content and/or the In-Person Events;
- 2.12 **“User/You”** means any individual who accesses or uses the Website and/or purchases the Products;
- 2.13 **“Website”** means means a website found at any one of the following web



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addresses: [www.neurothesis.com](http://www.neurothesis.com); [www.brinntomes.com](http://www.brinntomes.com);  
[www.famologi.com](http://www.famologi.com); [www.dadologi.com](http://www.dadologi.com); [www.momologi.com](http://www.momologi.com);  
[www.kidology.com](http://www.kidology.com); or any other URL owned or controlled by Neuro Thesis  
that connects it to the public.

## 3. ACCOUNT CREATION & USE

- 3.1 Should You wish to gain access to any of the Content or attend an In-Person Event, and/or to purchase any of the Products, you may be required to create an Account with a username and password.
- 3.2 You agree and undertake to keep your Account username and password confidential, not to disclose your password to any other person and not to permit any other person to log into your Account using your Account Credentials.
- 3.3 If a person uses your Account Credentials (irrespective of whether or not that person is doing so with your permission) you will be solely responsible for any fees paid by such person via the Website.

## 4. ACCOUNT SECURITY

- 4.1 We implement industry standard protections. Nevertheless, there are account-level risks that are created by User actions not attributable to Neuro Thesis. By accessing the Website, You agree to independently take safety precautions to protect Your own Account and Personal Information.
- 4.2 Neuro Thesis shall not be liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect Your computer or other equipment, or any phishing, spoofing or other attacks. Neuro Thesis advises the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email



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services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Neuro Thesis.

- 4.3 You will notify Neuro Thesis immediately at [support@neurothesis.com](mailto:support@neurothesis.com) if you are aware of any unauthorised use of your Neuro Thesis Account by any person or any other violations to the security of the Website.

## 5. **PRIVACY AND DATA PROTECTION**

5.1 You provide Neuro Thesis with information when You register for an Account and Neuro Thesis collects other information relating to You, for example your Account usage and transaction history. Any information that You submit or that Neuro Thesis collects when You are using the Platform is subject to Neuro Thesis's Privacy Policy, the terms of which are hereby incorporated into this Agreement.

5.2 Where Neuro Thesis transmits information to a third party, it will insofar as reasonably practicable ensure such third party's compliance with the Personal Information Act 4 of 2013.

5.3 You hereby agree that Neuro Thesis cannot be held liable for any claims relating to the third party's security measures on the integrity and confidentiality of personal information.

## 6. **LINKS TO THIRD PARTY SITES**

The Website may contain links to other third-party linked sites ("The Linked Sites"). The Linked Sites are not under the control of Neuro Thesis and Neuro Thesis is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Neuro Thesis is not responsible for webcasting or any other form of transmission received from any Linked Site. Neuro Thesis is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Neuro Thesis of the



Linked Site or any association with its operators.

7. **SALE OF PRODUCTS AND AVAILABILITY OF STOCK**

7.1 Neuro Thesis sells Products via its Website on its own behalf and on behalf of third-party sellers.

7.2 Simply placing a Product in a shopping basket does not constitute an agreement of sale between Neuro Thesis/the third-party seller and a User. Neuro Thesis may remove a Product from a shopping basket if no stock is available. An agreement of sale between Neuro Thesis/the third-party seller and a User only comes into effect when payment is received, and the order is confirmed and processed by Neuro Thesis.

7.3 You acknowledge that stock of all Products on offer is limited, and that pricing may change at any time without notice to You. Neuro Thesis will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, offers thereof are discontinued on the Website. However, Neuro Thesis cannot guarantee the availability of stock as it relies on inventory information supplied by third parties. When a Product is no longer available after You have placed an order therefor, Neuro Thesis will notify You and You will be entitled to a refund of any amount already paid by You for such Product.

8. **PROHIBITED CONDUCT**

8.1 Neuro Thesis reserves its right to restrict, suspend or terminate your Account and prevent You from accessing any of the Content, attending any In-Person Event, or purchasing any Products in the following circumstances:

8.1.1 if in Neuro Thesis's sole and absolute discretion, You violate or breach any of these Terms;



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- 8.1.2 if You upload, post, email or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website;
- 8.1.3 if You disclose your Account Credentials to any other person and permit any other person to log into your Account using your Account Credentials;
- 8.1.4 if Neuro Thesis has reasonable grounds to suspect that the confidentiality of your Account Credentials has been compromised or breached;
- 8.1.5 if You inform Neuro Thesis that You know or suspect that your Account Credentials may be known by, or used by, an unauthorised person;
- 8.1.6 if You interfere with the servers or networks connected to the Website;
- 8.1.7 if You attempt to reverse engineer, sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardise the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
- 8.1.8 if You attempt to gain access to secured portions of the Website to which you do not possess access rights;
- 8.1.9 If You impersonate any other person while using the Website;



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8.1.10 If You use the Website to generate unsolicited advertisements or spam; or

8.1.11 If You use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website.

## 9. INTELLECTUAL PROPERTY

9.1 The Content and any text, graphics, photos, software, and interactive features accessible or displayed via the Website is protected by copyright or other intellectual property rights owned by Neuro Thesis or a third-party licensor. You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, modify, use or distribute any of the aforementioned in any way without the prior express written permission of Neuro Thesis.

9.2 The trademarks, design marks, service marks and logos used and displayed on the Website are Neuro Thesis's trademarks and intellectual property. Nothing on the Website, in this Agreement, or otherwise, should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademarks, design marks, service marks and logos displayed on the Website without the prior express written consent of Neuro Thesis. You may not use the trademarks, design marks, service marks and logos to disparage Neuro Thesis or the applicable third party or in any manner, using commercially reasonable judgment, that may damage any goodwill in the trademarks, design marks, service marks and logos.

## 10. DISCLAIMERS

10.1 **Your use of the Website is solely at your own risk, and You expressly agree not to rely upon any information contained therein.**





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- 10.2 While information available or accessible via the Website, is provided in good faith and every reasonable effort has been made to ensure that the information provided is as accurate and complete as possible and free from errors, Neuro Thesis assumes no responsibility for errors, omissions, or contrary interpretation, and makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, relevance, validity, reliability, availability, timeliness or completeness of any information available or accessible via the Website.
- 10.3 Under no circumstance shall Neuro Thesis be held liable for any special, direct, indirect, consequential, or incidental loss or damage or any damages of any kind incurred as a result of your use of the Website and/or reliance on any information provided on the Website.
- 10.4 The Content and In-Person Events are for educational purposes only and are not intended as, shall not be understood or construed as, professional, medical and/or psychological health advice, diagnosis, or treatment, and shall not be substituted for professional, medical and/or psychological health advice, diagnosis, or treatment.
- 10.5 Neuro Thesis and the Third-Party Service Providers do not assume, and shall not have, any liability to Users, including (but not limited to) liability for personal injury, death, costs, loss, damages (whether special, direct, indirect, consequential, or incidental) and/or expenses (including any legal expenses) howsoever arising, whether arising in contract or delict or otherwise, in connection with the Content and/or the In-Person Events, or any actions taken by Users as a result of the Content and/or In-Person Events. Neuro Thesis makes no representations or warranties and expressly disclaims any and all liability concerning any treatment or action following the information offered or provided on or accessed via the Content or In-Person Events. If You have specific concerns or a situation in which you



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require professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed psychologist, physician or other health professional. Never disregard the medical advice of a psychologist, physician or other health professional, or delay in seeking such advice, because of the information offered or provided via the Content or at an In-Person Event.

10.6 The Website may contain links to external websites that are not provided or maintained by or in any way affiliated with Neuro Thesis. Neuro Thesis does not guarantee the accuracy, adequacy, relevance, validity, reliability, availability, timeliness or completeness of any information on these external websites.

10.7 Neuro Thesis does not warrant that the Website is free of viruses or other harmful components.

## 11. CONSENT TO ELECTRONIC COMMUNICATIONS

11.1 Should you create an Account, you consent to receiving certain electronic communications from Neuro Thesis. Please read the Privacy Policy to learn more about your choices regarding our electronic communication practices.

11.2 You agree that any notices, agreements, disclosures, or other communication relating to the Website or this Agreement that Neuro Thesis sends to you electronically will satisfy any legal communication requirements, including that such communication must be in writing.

## 12. DISPUTE RESOLUTION

12.1 Any dispute in connection with this Agreement shall be referred to a mediator agreed upon between the Parties.

12.2 The mediation shall be held in Cape Town, South Africa, or, alternatively, an



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online platform agreed between the Parties in writing, and the mediation proceedings shall be conducted in English.

12.3 If the dispute shall:

12.3.1 be of a legal nature, then the mediator shall be an attorney having not less than 10 (ten) years' experience in commercial law of any of the law firms in Cape Town, South Africa; or

12.3.2 be of an accounting nature, then the mediator shall be an accountant having not less than 10 (ten) years' experience in accounting of any of the firms of accountants practicing in Cape Town, South Africa.

12.4 If the Parties are unable to agree on a mediator or if they are unable resolve the dispute by way of mediation, within 10 (ten) days of the dispute having been raised in writing, then the dispute shall be submitted to and decided by arbitration.

12.5 The arbitration shall be held in Cape Town, South Africa, or, alternatively, an online platform agreed between the parties in writing, and the arbitration proceedings shall be conducted in English.

12.6 The arbitration shall be conducted in accordance with the rules and regulations of the Arbitration Foundation of South Africa Limited ("AFSA"), in force from time to time.

12.7 If the dispute shall:

12.7.1 be of a legal nature, then the arbitrator shall be a partner and/or director having not less than 10 (ten) years' experience in commercial law of any of the law firms in Cape Town, South Africa; or

12.7.2 be of an accounting nature, then the arbitrator shall be a senior



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partner having not less than 10 (ten) years' experience in accounting of any of the firms of accountants practicing in Cape Town, South Africa.

- 12.8 The Parties shall jointly nominate the arbitrator, provided that if the Parties shall be unable to agree either on the category in which the dispute falls or the identity of the arbitrator, within 7 (seven) day of the nomination having been called for in writing, then the arbitrator shall be nominated by the Secretariat of AFSA.
- 12.9 The provisions of this clause 12 shall not preclude either Party from approaching any court of competent authority for an interdict or other injunctive relief of an urgent nature.
- 12.10 Without derogating from the foregoing, if within 21 (twenty-one) days of written notice by the party raising the dispute:
- 12.10.1 the arbitrator has not been agreed or appointed;
  - 12.10.2 the issues comprising the dispute have not been defined; or
  - 12.10.3 any other matter, of any nature whatsoever, relating to the dispute or the arbitration, shall not be finally agreed upon, thereby preventing proceedings in terms of the arbitration from being instituted, the Party raising the dispute shall be entitled to disregard the provisions of this clause 12 and instead institute proceedings out of one of the Courts of the Republic of South Africa.
- 12.11 Notwithstanding clause 12.1 above, disputes in which either party seeks relief for infringement of intellectual property law including, but not limited to, the unlawful use of copyrighted material, trademarks, trade names, logos, trade secrets or patents are not subject to this dispute resolution clause and a Party may elect another appropriate forum in which to bring such claim.

12.12 Nothing contained in this clause 12 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending the determination of a dispute by arbitration.

13. **INFORMATION**

13.1 Please refer to the below information required in terms of the Electronic Communications and Transactions Act 25 of 2002, which should be read in conjunction with Product and Content descriptions and information contained on the Website:

13.1.1 **Full name:** Neuro Thesis (Pty) Ltd, a private company with registration number 2022/574462/07

13.1.2 **Physical address for receipt of legal service:** 42 Keerom Street, Cape Town, 8001;

13.1.3 **Office bearers:** Brinn Robey Tomes

13.1.4 **Phone number:** +27 21 422 3020

13.1.5 **Email address:** support@neurothesis.com

14. **CHANGES TO THIS AGREEMENT**

14.1 You understand and agree that Neuro Thesis may change this Agreement at any time without prior notice, however Neuro Thesis will endeavour to provide You with prior notice of any material changes.

14.2 You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Website. The revised Agreement will become effective at the time of posting on the Website. Any use of the Website after such date will constitute your acceptance of such revised Agreement. If any change to this Agreement is not acceptable to You, then



your sole remedy is to terminate your Account and to stop accessing the Website.

14.3 Neuro Thesis may amend or update the Website at any time. The terms of this Agreement will govern any updates and amendments to the Website, unless the upgrade is accompanied by a separate revised Agreement, in which case the terms of that revised Agreement will be applicable.

15. **SEVERABILITY**

If any term or provision or part thereof ("the offending provision") contained in this Agreement shall for any reason whatsoever be declared or become unenforceable, invalid, or illegal including but without derogating from the generality of the foregoing, a decision by any court, an Act of Parliament or any statutory or other by-laws or regulations or any other requirements having the force of law, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing herein.

16. **FORCE MAJEURE**

Neuro Thesis shall not be liable for any delays, failure in performance or interruption of the operation of the Website which results directly or indirectly from any cause or condition beyond Neuro Thesis 's reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond its reasonable control.

17. **INDULGENCES**

No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

18. **GOVERNING LAW**

This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.