

ImPACT Test

Terms and Conditions

Neither the ImPACT site nor the ImPACT Test constitutes medical advice

The ImPACT web site (the "ImPACT Site") and the contents of the ImPACT Site including the neurocognitive test available through the ImPACT Site (the "ImPACT Test"), the results generated by the ImPACT Test, information which appears on the ImPACT Site such as articles for scholarly publications, and other material contained on the ImPACT Site are provided to you for informational purposes only. You should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions you think you may have, whether as a result of taking the ImPACT Test or otherwise. In the event you believe you have suffered a concussion or some other medical condition you should immediately seek the advice of a neuropsychologist, medical doctor or another qualified health provider. If you are suffering from symptoms that may be related to a concussion or some other serious medical condition you should immediately stop using the ImPACT Site and/or the ImPACT Test and call 911 or seek the attention of a doctor or other qualified medical personnel immediately.

Disclaimer of warranties; limited liability of ImPACT

Because use of the ImPACT Site requires the transmission of your personal data as a process of becoming a member and through responses to the ImPACT Test via media connections beyond the control and supervision of ImPACT, ImPACT cannot and will not assume any liability for or relating to the delay, failure, interruption, corruption or loss of any data transmitted in connection with use of the ImPACT Site and/or the ImPACT Test.

The ImPACT Site, the ImPACT Test and the results received as a result of the use of both the ImPACT Site and the ImPACT Test are provided to you on an "as is," "where is" basis.

IMPACT MAKES NO WARRANTY AS TO THE IMPACT SITE, THE IMPACT TEST, THE OPERATION OF THE IMPACT SITE, OR TO ANY SERVICES PROVIDED BY IMPACT THROUGH THE IMPACT SITE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WHATSOEVER WILL IMPACT OR ANY OF ITS SUBCONTRACTORS OR LICENSORS BE LIABLE TO LICENSEE OR ANY THIRD PARTY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE IMPACT SITE, THE IMPACT TEST OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO, THE LOSS OF USE OF THE IMPACT SITE, THE IMPACT TEST, INACCURATE RESULTS, LOSS OF PROFITS OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO DIAGNOSTIC

ACCURACY AND/OR MEDICAL MALPRACTICE OR PERSONAL INJURY), EVEN IF IMPACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IMPACT AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY RELATED TO THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE IMPACT SITE, THE IMPACT TEST, ARTICLES PROVIDED TO YOU THROUGH THE IMPACT SITE, LINKS THAT MAY APPEAR ON THE IMPACT SITE AND OTHER MATERIALS THAT MAY BE MADE AVAILABLE TO YOU FROM TIME-TO-TIME ON THE IMPACT SITE.

Children's privacy

ImPACT believes that protecting the privacy of children is important. Although the content on the ImPACT Site and the Test may be used by a parent or guardian of a child under the age of eleven to benefit such a child, neither ImPACT nor any of its services are designed or intended to attract children under the age of 10.

Use of ImPACT Test and ImPACT site

Use of the ImPACT Site and the ImPACT Test are governed by these Terms and Conditions.

The ImPACT Site, the ImPACT Test and many or all of the other materials provided to you on the ImPACT Site are protected by the laws of the United States and foreign countries regarding copyrights, trademarks and/or service marks. All right, title and interest in and to the ImPACT Site and the ImPACT Test shall remain solely with ImPACT or its affiliates. Any use of the ImPACT Site, the ImPACT Test and/or the materials made available to you on the ImPACT Site not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. ImPACT reserves the right to alter, change or modify without notice the ImPACT Site and/or the ImPACT Test.

In the event you should violate any of these Terms and Conditions, your license to use the ImPACT Site and the ImPACT Test shall automatically and immediately terminate and you will be required to immediately destroy any copies you have made of any portion of the ImPACT Test or its other materials..

Submission of personal information

Enrolling to be a member of the ImPACT Site and/or taking the ImPACT Test will require you to submit personal information to ImPACT. Your submission of such personal information, and ImPACT's use of such personal information, is governed by the terms of ImPACT's Privacy Policy. In the event of an inconsistency between this Agreement and the ImPACT Privacy Policy, these Terms and Conditions shall control.

Issuance and use of your ImPACT password

Upon becoming a member of the ImPACT Site you will be issued a unique password which will enable you to access certain portions of the ImPACT Site and the ImPACT Test. Your password will also allow you to provide and store certain information on the ImPACT Site. Once you have been issued a password for the ImPACT Site you shall be solely responsible for taking all reasonable steps to ensure that no unauthorized

person shall gain access to your ImPACT password. You shall be solely responsible for the safekeeping of your password, authorizing use of your password, contacting impact immediately upon learning of a misappropriation of your password and/or your request to deactivate your password. You grant ImPACT and all other persons or entities involved in the operation of the ImPACT Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the ImPACT Site.

ImPACT membership services

In the event you choose to subscribe to the ImPACT Site and/or pay for and/or take the ImPACT Test (collectively, the "Subscription Services"), you will be required to submit personal information to ImPACT. ImPACT does not intend, nor has ImPACT intentionally designed the Subscription Services to attract children under the age of 10.

In the event you should chose to purchase the ImPACT Test you will be required to provide a valid credit card number at the time you purchase the ImPACT Test. You agree to pay any and all charges resulting from you purchase of the ImPACT Test and by providing information regarding your credit card, you represent and warrant that you are the authorized user of the credit card. Any charges that you agree to pay are exclusive of any and all applicable sales and other taxes that may be imposed by any state or locality. You agree that ImPACT may submit information regarding your credit card and related personally identifiable information to ImPACT's service provider(s) solely for their use in charging you for the purchase of the ImPACT Test. ImPACT reserves the right to modify the pricing of the ImPACT Test from time-to-time with or without notice.

Links to other sites and advertisements

ImPACT may provide links to third-party web sites on the ImPACT Site. ImPACT shall not be responsible for the content provided through third-party sites linked from time-to-time to the ImPACT Site and does not make any representations regarding their content, accuracy or non-infringement. You agree that your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

Indemnity

You agree to defend, indemnify, and hold harmless ImPACT, its officers, directors, shareholders, agents, licensors, suppliers, successors and assigns and affiliates harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable attorney's and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

General

Exclusive jurisdiction for any dispute between you and ImPACT, or in any way relating to your use of the ImPACT Site and/or the ImPACT Test, shall be solely and exclusively in the state and federal courts of Allegheny County, Commonwealth of Pennsylvania. You agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts located in Allegheny County, Commonwealth of Pennsylvania in connection with any such dispute.

These Terms and Conditions and the rights, obligations, liabilities, and responsibilities of the parties hereto, shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws principles of that or any other jurisdiction. The invalidity of any provision of these Terms and Conditions by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail, postage prepaid, certified or registered, return receipt requested, or by nationally recognized overnight courier, to the parties at the addresses first set forth below, or at such other address as the applicable party may designate in writing.

The waiver by either party of any default or breach of these Terms and Conditions will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.

This Terms and Conditions constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the use of the ImPACT Site and the ImPACT Test. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

Questions or comments regarding the ImPACT Site or the ImPACT Test, including any occurrences of malfunctioning of the ImPACT Site and/or the ImPACT Test, should be submitted to ImPACT Applications, Inc., 2000 Technology Drive, Suite 150, Pittsburgh, Pennsylvania 15219.