



brainRISEgo.com

## TERMS AND CONDITIONS

Effective Date: September 1, 2023

Thank you for your interest in joining a brainRISE program. Please read this information carefully. After your online agreement, these terms form a legal binding agreement between us.

This Agreement, hereinafter referred to as “the Agreement,” is made between Marcelle Siegel, PhD of Silver Synapse LLC a company registered in the USA with (“the Coach”) and you (“the Client”) together referred to as the “Parties.”

The aim of this Agreement is to outline the specifics of our work together, establishing clarity regarding our individual roles and delineating the manner in which communication will occur. This ensures a mutually positive, productive, and respectful experience during the program.

1. Program Description for brainRISE and bundle partners (e.g., *Best Summer Ever Bundle*) resources

**a. [brainRISE 1:1 Elite]**

The regular cost of the Program is [1:1s current sale price: \$1290 for a six pack, \$400 for a two pack, paid in full, or payment plan with additional charge can be arranged]

The full details of the Course Program are as follows:

- Six 50-minute individual calls on Zoom (or a preferred platform)
- Personalized recommendations and progress summaries
- Deep dive biochemical research customized for you
- Check-in surveys for accountability
- Optional lab testing add-ons
- Discounts on supplements

- Any other bonuses as determined by conditions advertised on the email/sales page/discussion

**b. [Stress Armor]**

You have enrolled in [Stress Armor: Advanced Neuroinflammation Relief]  
The regular cost of the Program is [\$897 Full, \$397 Sale]  
The full details of the Group Program are as follows:-

- 4-week Digital Course  
Learn at your own pace with a mix of video, audio, and written content.
- Lifetime Access  
You keep the program for as long as the platform remains active.
- Live, Personalized Support  
Get 1:1 guidance and audio coaching from Dr. Siegel, plus support through group sessions.
- Community  
Use the discussion board and limited live video calls.
- Built-In Tools & Structure  
Science-backed tools and an implementation framework so you make progress.

- Any other bonuses as determined by conditions advertised on the sales page

**c. [VIP]**

You have enrolled in [Radiance Pack: Radiance Challenge]  
The regular cost of the Program is [\$158 Pack, \$99 Challenge]  
The full details of the Course Program are as follows:-

- 5+ Day Challenge
  - Brief written and video instructions about red light therapy
  - Overview written guide
  - Support group and challenge
  - Accountability reminders
- Any other bonuses as determined by conditions advertised on the sales page

**d. [Free Resource]**

You are downloading [Neuron Nourish, or etc.]  
This is a short, written PDF guide to learn about nutrition for brain health  
No program is included with the guidebook.

**2. Our Responsibilities.**

As your individual Elite 1:1 **brainRISE coach**, my role is to:

- Ensure the researched content meets the quality standards.
- Offer customized support and accountability.
- Help you grow and focus on the action steps.
- Answer any questions you may have as they arise during or between sessions.
- Comply with the terms of this Agreement.

As your group **Program or Challenge leader**, my role is to:

- Ensure the course content meets the quality standards.
- Offer support and accountability.
- Help you grow and focus on the action steps.
- Answer any questions you may have as they arise both within the dedicated Group for the Program and during sessions.
- Comply with the terms of this Agreement.

As the Client, it is your responsibility to:

- Give significant and reasonable effort to the program.
- Come prepared for each Session.
- Be open to new ideas and communicate honestly, openly and with integrity.
- Be respectful and kind to other participants.
- Come to each Session willing to learn.
- Do the work and complete the action steps.
- Comply with the terms of this Agreement and promptly provide payment for the Program.
- Ask any questions you may have as directed.
- Keep any content and discussions confidential, and only share information in the agreed forums (during group sessions and within the dedicated Facebook/Canvas/etc. Group).

Contacting Me: You may contact me via [the challenge Facebook group/ the course Canvas group/the 1:1 arranged communication channel] and you may also contact me via email at [support@brainRISEgo.com] where I will aim to respond within [48] hours Monday to Thursday between 9am and 5pm.

### 3. Payment

Payment for the Program is laid out in Clause 1.

We accept payment via credit or debit card via Stripe. Stress Armor also through PayPal.

We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorized access to any information that you give us. Your credit card or debit card will only be charged when you authorize the payments by clicking proceed through the Sales web page.

All payments by credit card or debit card need to be authorized by the relevant card issuer.

Nothing in this clause affects your statutory cancellations rights so far as they apply.

#### 4. Refunds

No refund policy shall apply to the program. Should you choose not to continue to the end for any reason full payment will still be required.

Whilst you warrant that you are entering into this agreement solely for business purposes in the unlikely event that you are deemed a 'consumer' you have the right to cancel this contract within 14 days. Should you wish to cancel you must inform us of your decision to cancel by a clear statement using the contact details provided.

If you agree for us to start providing the services during the cancellation period and coaching commences you then lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

This does not affect your statutory rights, but once the Program (1:1/group challenge/course) has started, if you decide to withdraw at any time for any reason whatsoever, for the avoidance of any doubt you still will remain fully responsible for the full cost of the Program, and no refund will be provided.

#### 5. Confidentiality

Our Privacy Policy is available [here](#)

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to

contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

#### 6. Intellectual Property Rights

We retain all ownership rights to the materials provided, to you through your participation in the Program. We reserve all rights, title and ownership of all materials which are provided to you for your individual use only and with a single-user license.

We do not authorize you to share, copy, distribute, or disseminate any materials received electronically or otherwise without our prior written consent. All intellectual property, including the Program materials, workbooks or any other content shall remain our property and you will not obtain any rights of ownership or other rights (of whatever nature) in the digital or other content or in any copies of it.

#### 7. Disclaimer

While every effort has been made to accurately represent this course and its potential there is no guarantee of results or outcomes using the ideas and techniques we teach.

The information provided by Marcelle PhD @ brainRISE under Silver Synapse LLC in this program and Facebook/Canvas/1:1 group is for informational and educational purposes only. It is not intended as medical or mental health advice or any other kind of professional advice and is not a substitute from a certified or licensed professional working with you specifically to address your unique needs and circumstances. No professional psychologist-client relationship is formed by consuming any program content.

While the information provided reflects my personal experience, scientific knowledge as a PhD learning scientist and health consultant, and my own research, I am not a licensed/certified psychologist or doctor. You should always consult your own certified or licensed healthcare professional familiar with your health history before undertaking or otherwise adopting or discontinuing any treatment for a mental health concern.

Your potential for stress reduction and improved health and outlook is entirely dependent on the way you use our ideas and techniques. Nor can we be responsible for any of your actions.

You acknowledge that I am supporting you in my role exclusively as a Coach providing development and coaching for health, inspirational and informational purposes only. I do not provide medical, financial or legal advice.

By signing this Agreement you are consenting to this Disclaimer.

#### 8. Termination

We may terminate your access to the Program, with immediate effect, if you:

- (a) commit a material breach of your obligations under this Agreement; or
- (b) fail to provide payment of any amount due as and when it becomes due; or
- (c) have a bankruptcy petition presented against you or you become subject to a bankruptcy order or another situation where you may not be in a position to meet your contractual obligations under this Agreement; or

We shall also be entitled to limit or suspend, and/or terminate the arrangement without refund whether paid or remaining due and payable, if we reasonably determine that you:

- (a) are becoming disengaged or disruptive or if you impair the provision or the enjoyment of the Program by any other participant. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behavior shall include, but not be limited to: failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offense; and/or
- (b) are failing to follow or abide by any of these Terms or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

#### 9. Limitation of Liability

We make no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Program and in no circumstances shall the Coach be liable for any indirect, consequential or special damages. Notwithstanding any damages that the you may incur, the Coach's entire liability under this Agreement, and the your exclusive remedy, shall be limited to the amount actually paid by you to the Coach under this Agreement for the Program rendered through and including the termination date and you agree that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

#### 10. Notices

Any notices given under this Agreement shall be deemed served if received by E-mail to the following addresses;

Email [support@brainRISEgo.com]

#### 11. Entire Agreement

This Agreement constitutes the entire agreement between us. This Agreement may be modified or amended at any time if the amendment is made in writing and is signed by both of us. You may not assign your rights or obligations under this Agreement to

anyone else. In the event that any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining portions of the Agreement which shall be severed and remain in full force. The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

## 12. Disputes

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with:

- the services;
- our service to you generally; or
- any other matter,

please contact us as soon as possible at the email above, where we will aim to respond to your expression of dissatisfaction within 48 hours.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- let you know that we cannot settle the dispute with you; and
- give you certain information required by law about our alternative dispute resolution provider.

Your Program will not begin until acceptance of these terms has been received, and payment has been made.

By accepting the terms of this Agreement you are agreeing to be legally bound by its terms, and acknowledge that you have read, understood and agreed.

brainRISE

Marcelle Siegel, PhD

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United States