

AwhVogelLab Mobile Memory End User License Agreement and Terms of Service

Last Updated Date: January 29, 2019

The terms of this agreement (“Terms of Service”) govern the relationship between you and the Awh Vogel lab and its affiliates (hereinafter “Awh Vogel Lab” or “Us” or “We”) regarding your use of Awh Vogel Lab’s applications and related services (the “Service”). Use of the Service is also governed by the Awh Vogel Lab’s Privacy Policy, which is incorporated herein by reference.

Before accessing or using the Service, including accessing a mobile application, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”). By registering for an Account or otherwise using the Service, you represent that you are age 13 or older and you understand and agree to these Terms of Service. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. If you access the Service from a Social Networking Site (“SNS”), such as Facebook or Google, you shall comply with its terms of service/use as well as these Terms of Service.

BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THE SERVICE. USE OF THE SERVICE IS VOID WHERE PROHIBITED.

Awh Vogel Lab reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended terms online on the University of Chicago’s website and/or updating on the service by which you originally accessed the Service such as Apple Store, Google Play or other similar services. You will be deemed to have accepted such changes by continuing to use the Service. If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Awh Vogel Lab Privacy Policy, or any other Awh Vogel Lab policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

1. LICENSE

1.1. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Awh Vogel Lab policies, Awh Vogel Lab grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Service for your own non-commercial entertainment or research purposes. You agree not to use the Service for any other purpose.

The following restrictions apply to the use of the Service:

- You shall not create an Account or access the Service if you are under the age of 13; You shall restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors.
- You shall not have more than one Account at any given time, and shall not create an Account using a false identity or information, or on behalf of someone other than yourself; You shall not use the Service if you have previously been removed by Awh Vogel Lab.
- You shall use your Account only for non-commercial purposes; You shall not use the Service to

advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk or spam e-mail or repetitive messages to anyone;

Username and Password

During the Account creation process, you will be required to select a password ("Login Information"). You shall not share the Account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Awh Vogel Lab and modify your Login Information. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you. You are responsible for anything that happens through your Account.

Awh Vogel Lab reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license and may subject you to liability for violations of law.

You agree that you will not, under any circumstances:

- Engage in any act that Awh Vogel Lab deems to be in conflict with the spirit or intent of the Service or make improper use of Awh Vogel Lab's support services.
- Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service
- Modify or cause to be modified any files that are a part of the Service without Awh Vogel Lab's express written consent
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support the Service.
- Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service.
- Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Awh Vogel Lab, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service.
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or to obtain any information from the Service using any method not expressly permitted by Awh Vogel Lab.

Awh Vogel Lab reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Service or the Service itself. Awh Vogel Lab reserves the right to take action as a result, which may include terminating your Account and prohibiting you from using the Service.

1.2. Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, AWH VOGEL LAB MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO AWH VOGEL LAB SERVICES

OR PORTIONS THEREOF IF YOU ARE, OR AWH VOGEL LAB SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION AND AWH VOGEL LAB IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR APPLICATIONS AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

AWH VOGEL LAB RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

Awh Vogel Lab reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, Awh Vogel Lab shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may terminate your Account at any time and for by contacting Awh Vogel Lab at AwhVogelStudy@gmail.com and informing Awh Vogel Lab that you wish to terminate your Account.

2. OWNERSHIP

2.1. Service

All rights, title and interest in and to the Service (including without limitation any titles, computer code, themes, objects, concepts, logos, documentation, and the Awh Vogel Lab clients and server software) are owned by Awh Vogel Lab. Awh Vogel Lab reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service.

2.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF AWH VOGEL LAB.

2.3. User Content

"User Content" means any communications, data, and information that you upload or transmit through the Service. By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code;

and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Awh Vogel Lab in accordance with its Privacy Policy. You agree that your User Content will not be returned to you. Awh Vogel Lab reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

3. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. Awh Vogel Lab may require that you accept updates to the Service you have installed on your device. You acknowledge and agree that Awh Vogel Lab may update the Service with or without notifying you. You may need to update third party software from time to time in order to receive the Service.

You acknowledge and agree that Awh Vogel Lab is solely responsible for any updates, maintenance and/or support and that no 3rd party has any responsibility for the same and that Awh Vogel Lab has no duty or obligation to provide any updates, maintenance and/or support.

4. DISCLAIMER OF WARRANTIES

WITHOUT LIMITING AWH VOGEL LAB'S LIABILITY UNDER SECTION 5 BELOW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. AWH VOGEL LAB DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

5. LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY; INDEMNIFICATION

AWH VOGEL LAB SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AWH VOGEL LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Awh Vogel Lab may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Awh Vogel Lab's liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF AWH VOGEL LAB.

You agree to indemnify, defend and hold Awh Vogel Lab harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Service, or any breach by you of these Terms of Service,

however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

6. DISPUTE RESOLUTION AND LAW

If a dispute arises between you and Awh Vogel Lab, we strongly encourage you to first contact us directly through the application or by email at awhvogelstudy@gmail.com. You agree that these Terms of Service and any dispute arising out of or related to it or Privacy Policy or the Service shall be governed in all respects by Illinois State law, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Awh Vogel Lab must be resolved exclusively by a court located in Cook County Illinois.

7. SEVERABILITY

You and Awh Vogel Lab agree that if any portion of these Terms of Service or of the Awh Vogel Lab Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

8. GENERAL PROVISIONS

8.1. Assignment

Awh Vogel Lab may assign or delegate these Terms of Service and/or the Awh Vogel Lab Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Awh Vogel Lab's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

8.2. Supplemental Policies

Awh Vogel Lab may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service.

8.3. Entire Agreement

These Terms of Service, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Awh Vogel Lab Privacy Policy), contain the entire understanding of you and Awh Vogel Lab, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

8.4. No Waiver

The failure of Awh Vogel Lab to require or enforce strict performance by you of any provision of these Terms of Service or the Awh Vogel Lab Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Awh Vogel Lab's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Awh Vogel Lab of any provision, condition, or requirement of these Terms of Service or the Awh Vogel Lab Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Awh Vogel Lab shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Awh Vogel Lab.

8.5. Notices

We may notify you via e-mail or any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms of Service or the Awh Vogel Lab Privacy Policy shall be in writing and addressed to: Awh Vogel Lab 940 E 57th Street Chicago, IL 60637. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

8.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to Awh Vogel Lab are of a unique and irreplaceable nature, the loss of which shall irreparably harm Awh Vogel Lab and which cannot be replaced by monetary damages alone so that Awh Vogel Lab shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 5 (if any).

8.7. Force Majeure

Awh Vogel Lab shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Awh Vogel Lab, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Awh Vogel Lab's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Awh Vogel Lab Privacy Policy

We recognize that users, visitors and customers of our mobile applications and related services (collectively, the "Service") highly value their privacy. This Privacy Policy describes our policies on the collection, use, and disclosure of your information in connection with your use of the Service. We provide this Privacy Policy to help you make an informed decision about whether to use our Service. The terms "we", "us", "Awh Vogel Lab" and "our" refer to the Awh Vogel Laboratory at the University of Chicago and its affiliates. When you use the Service, you accept our policies and practices regarding the collection, use, and disclosure of your information as described in this Privacy Policy.

If you do not agree with our policies and practices, you may choose not to use the Service.

Information Collection and Use

Awh Vogel Lab collects information as described below. Awh Vogel Lab's primary goals in collecting and using information is to create your account, provide Services to you, improve our Service, contact you, conduct research and create reports for internal use. We store information on servers located in the United States and may store information on servers and equipment in other countries.

iOS and Android Platforms

When you use any of the Awh Vogel Lab applications on a mobile platform, we may collect and record certain information such as your unique device ID, hardware type, the version of your

operating system (“OS”), your device name, your email address (if you provide this information to us upon request), and your location (based on your Internet Protocol (“IP”) address and longitude and latitude). This information is useful to us for answering scientific research questions, troubleshooting and understanding usage trends.

We may also give users the opportunity to opt-in to location-based services, which rely upon a device’s GPS coordinates. You may opt-out of these location services via the settings on your device. A user’s location may be used to answer scientific research questions.

We may also collect (1) your name, (2) your email address, (3) your age or birthday, (4) your zip code, and (5) your gender directly from you when you access our Service through your mobile device. Your email address will be retained by Awh Vogel Lab and we may use that email address to contact you about your experience with the Service and notify you about company news.

Data Collection

Whenever you interact with our application, we collect data on your performance on our task. This includes information about (1) the specific task you performed, (2) the time you started the task, (3) the number of trials you completed, and (4) how well you performed on the task. This information will be used to answer scientific research questions.

Cookies

A cookie is a small text file that we transfer to your computer and/or device, to identify a user’s computer/device and to “remember” things about your visit, such as your preferences or a user name and password. Information contained in a cookie may be linked to your personal information for purposes such as improving the quality of our Service and making the Service easier to use. You can disable cookies at any time, although you may not be able to access or use features of the Service.

How We Use Information

We use information collected through our Service for purposes described in this Policy or disclosed to you in connection with our Service. For example, we may use your information to:

- create accounts and allow users to use our application;
- operate and improve our Service;
- understand you and your preferences to enhance your experience and enjoyment using our Service;
- respond to your comments and questions and provide customer service;
- send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- communicate with you about promotions, rewards, upcoming events, and other news about products and services offered by Awh Vogel Lab; and
- investigate scientific research questions related to your performance

Disclosure of Your information

We do not share your personally identifiable information (such as name or email address) with other organizations for their use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out; however, non-personally identifiable information may be provided to third parties for user experience improvement, scientific analysis, or other uses without restriction. Non-personally identifiable information may also be posted on publicly available data repositories for use by other researchers or be shown as part of presentations given by researchers.

In addition, we may share information about you:

- With our subsidiaries, affiliated companies, or third parties or persons to process such information on our behalf and provide, maintain, and improve the Service;
- Awh Vogel Lab may share anonymous data for the purposes of research with Universities and/or other 3rd parties.
- To trusted third parties who assist us in operating our website, conducting our business, or servicing you;
- With third parties in anonymous form only. User IDs are replaced with individual identifying codes, and we are the only entity with access to the associated user information; and
- If we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process, or governmental request; to enforce our Terms or policies; detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam); to protect the security or integrity of the Service and to protect us, our users or others from harm or illegal activities

Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. However, no method of transmission over the Internet or via mobile device, or method of electronic storage, is fully secure. Therefore, while we endeavor to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to the Service, you are responsible for keeping this password confidential. We expect you to not share your password with anyone.

Accessing and Correcting Your Information

You can close your account or review and change your personal information by logging into your account through the mobile application or by sending us e-mail at awhvogelstudy@gmail.com. We will accommodate any request to change information unless such request would violate any law or legal requirement or regulation or cause the information to be incorrect. If you terminate your account, we may continue to store some of your content in anonymized form. In addition, we may retain personal information from closed accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our rights and take other actions permitted by law.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act) and do not collect any information from anyone under 13 years of age. Our Service is intended for people who are at least 13 years old or older.

Miscellaneous

This Privacy Policy does not apply to information collected by us offline or through any means other than your use of the Service.

Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

Awh Vogel Lab
940 E 57th Street
Chicago IL 60637
awhvogelstudy@gmail.com

Changes and Updates to this Privacy Policy

This Privacy Policy may be revised periodically. The date the Privacy Policy was last revised is identified at the top of the page. If we make changes, we will post an updated Privacy Policy and revise the “Last Updated” date above. You are responsible for periodically visiting this Privacy Policy to check for any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we have received the personal information you provided. Your continued use of the Service after the “Last Updated” date above constitutes your acceptance of any future revisions.