

## *Eshop - Terms and Conditions for Users*

Last updated: 04 February 2026

### 1. About our terms

Welcome to the SOZO website and e-shop. These Terms and Conditions (“**Terms**”) govern your access to and use of the website <https://sozobraincenter.com> (the “**Website**”) and the associated online shop (the “**E-Shop**”), operated and owned by **SOZO Brain Center Ltd**, a company incorporated under the laws of the Republic of Cyprus, with its registered office at Theodorou Potamianou 56, Kato Polemidia, 4155, Limassol, Cyprus (“**SOZO**”, “**we**”, “**us**” or “**our**”).

By accessing, browsing, or using the Website or E-Shop, you confirm that you have read, understood, and agree to be legally bound by these Terms. If you do not agree, you must not use the Website or E-Shop.

You should read these Terms carefully before using the Website and E-Shop. By accessing this Website, we assume you accept these terms and conditions. Please do not continue browsing and/or using the E-Shop if you do not agree to all of the terms and conditions stated on this page.

#### 1.1 Application of Terms

These Terms apply to:

- All visitors to the Website
- All users of the E-Shop
- Any purchase of products through the E-Shop
- Any content, functionality, or services made available by SOZO through the Website

#### 1.2 Accessibility

If you would like these Terms in another format (for example: audio, large print, braille), please contact us using the contact details set out in Section 15 below.

### 2. Using the Website and E-shop

#### 2.1 Personal Use

The Website and E-Shop is for your personal use.

#### 2.2 Age Restrictions

The Website and E-Shop is not intended to be used by any minors. Minors are strictly prohibited from registering with the E-Shop and if any minor accesses the E-Shop it shall be at their own (and/or the legal guardians) risk/responsibility. Please note that some areas of the E-Shop may contain content not suitable for minors.

#### 2.3 User Responsibility

You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website and E-Shop.

## **2.4 Geographic Availability**

We make no promise that the Website and E-Shop is appropriate or available for use in all locations. You acknowledge you are using the E-Shop at your own initiative and are responsible for compliance with local laws where they apply.

## **2.5 Accessibility Support**

We try to make the Website and E-Shop as accessible as possible. If you have any difficulties using the E-Shop, please contact us using the contact details in Section 15.

## **2.6 Suspension of Access**

We may prevent or suspend your access to the Website and E-Shop if you do not comply with these Terms or any applicable law.

## **2.7 Lawful Use**

You will use the Website and E-Shop in a manner consistent with any and all applicable laws and regulations at all times. You agree to use the Website and E-Shop only for lawful purposes.

## **2.8 Prohibited Activities**

You agree not to:

- Modify, copy, adapt, sublicense, translate, sell, reverse engineer, create derivative works from, decipher, decompile or otherwise disassemble any portion of the Services or any source code or other software used in or for the Website and E-Shop and/or any product placed on the Website and E-Shop, nor will you cause, assist, or encourage others to do so.
- Harvest or collect personal information about other users, for any purposes, without express written consent.
- Use any robot, spider, site search/retrieval application, or other manual or automated device or process to retrieve, index, "data mine", "scrape" or in any way reproduce or circumvent the navigational structure or presentation of the E-Shop or its contents.
- Misuse, interfere with, disrupt, or attempt to gain unauthorised access to the Website, servers, or systems.
- Copy, reproduce, modify, reverse engineer, decompile, scrape, or exploit any part of the Website or E-Shop without our prior written consent.

## **2.9 Compliance Obligations**

You must respond fully, truthfully, and within three (3) calendar days to any request for information or other inquiry from us with regards to your or another user's compliance with these Terms.

### **3. User Accounts**

#### **3.1 Guest Users**

You may proceed with a purchase via the guest access option on the website. Once you have scanned the QR code or clicked the link provided you will be referred to the E-Shop and allowed to place your order as a guest. In such a case we will collect only the necessary information to facilitate your purchase and delivery of your order.

#### **3.3 Registration Discretion**

We are not obliged to permit anyone to register with the E-Shop and we may refuse, terminate or suspend registration to anyone at any time.

#### **3.3 Account Security**

You must at all times protect the confidentiality of information used to access your account. You are solely responsible for making sure that your password and any other account details are kept secure and confidential. To access your account, you must enter the email address and the password selected during registration on the E-Shop.

You agree to accept responsibility for all activities that occur under your account.

#### **3.4 Notification of Unauthorized Access**

You must notify us immediately in case of any unauthorized (carried out by a third party without consent) access to your account and/or any other breach of (suspicion of violating) confidentiality of your account details.

#### **3.5 Accurate Information**

During registration, you must provide genuine, accurate and complete information, including proof of eligibility to purchase our products (if required). You must ensure to maintain this information up to date. If you provide false information during registration on the E-Shop, and/or we have reasonable grounds to believe that the information given or provided by you is false, inaccurate, or incomplete, we have the discretion to block and/or remove such account.

#### **3.6 Account Activities**

You agree to protect the confidentiality of information used to access your account. You also agree to immediately notify us of unauthorized access to the account, using your email address and password, and/or of any other breach of confidentiality of the email address and password.

#### **3.7 Account Termination by SOZO**

SOZO reserves the right to immediately suspend or terminate your account and access to the Website and E-Shop, without prior notice or liability, for any reason including but not limited to:

- Breach of these Terms.

- Providing false, inaccurate, or misleading information.
- Engaging in fraudulent activity.
- Abusive conduct toward SOZO staff or other users.
- Suspected security breach.
- Violation of applicable laws.
- Misuse of products.
- Failure to pay amounts due.
- At SOZO's sole discretion for business or operational reasons.

### **3.8 Account Termination by User**

You may terminate your account at any time by contacting us at [eshop@sozobraincenter.com](mailto:eshop@sozobraincenter.com).

Account termination does not affect:

- Any accrued rights or obligations prior to termination.
- Ongoing orders or contracts.
- Obligations to pay amounts due.
- Provisions intended to survive termination.

### **3.9 Effect of Termination**

Upon termination:

- Your right to access and use the Website and E-Shop shall immediately cease.
- You must cease all use of SOZO's intellectual property.
- Any outstanding payments become immediately due.
- SOZO may delete your account and associated data subject to legal retention requirements.
- Provisions relating to liability, indemnification, intellectual property, and dispute resolution shall survive.

## **4. Product Information**

### **4.1 Product Descriptions**

We strive to provide accurate descriptions of our medical products. However, we do not warrant that the descriptions are complete, current, or error-free.

We try to make sure that the content of the E-Shop is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the E-Shop will be

fit or suitable for any purpose. Any reliance that you may place on the information on the E-Shop is at your own risk.

#### **4.2 Pricing**

All prices are subject to change without notice. Prices include VAT but exclude delivery costs, which will be added to the total amount due.

#### **4.3 Regulatory Obligations**

You, the purchaser and all users (collectively the "User") understand and agree that the electronic devices sold by us are not professional medical devices (unless otherwise stated) and have not been reviewed or approved by any regulatory body. We make no representation or claim that any electronic device sold by us assists, treats, cures, prevents or provides any therapeutic benefits for any medical condition or ailment. The User further understands and agrees that the User shall consult the User's physician regarding the potential benefits and risks of transcranial direct current stimulation ("tDCS"), proper safety protocols for tDCS and the User's physical and mental condition before attempting use of any electronic devices sold by us for tDCS purposes.

The E-Shop may also offer food supplements and nutritional supplements (hereinafter the "Supplements"). Not all Supplements sold by SOZO are medicinal products and they are not intended to diagnose, treat, cure or prevent any disease. They should be used in accordance with their labelling and are not a substitute for professional medical advice or a varied diet.

It is your responsibility to ensure that the product you order complies with any local and/or other regulations, including but not limited to the EU's MDR/IVDR or FDA or TGA guidelines and accordingly that it may be applicable in your region.

#### **4.4 Supplements disclaimer**

Supplements sold on the E-Shop are food supplements/nutritional supplements and:

- are not medicines;
- are not intended to diagnose, treat, cure, or prevent any disease;
- should be used only as directed on the label; and
- should not be used as a substitute for a varied diet and healthy lifestyle.

If you are pregnant, breastfeeding, under medical supervision, taking medication, have a known medical condition, or are under 18, you should consult a qualified healthcare professional before using Supplements. You are responsible for checking ingredients for allergens and suitability.

#### **4.5 Permits and Licenses**

It is the purchaser's responsibility to obtain any necessary permits or licenses required for operating the purchased equipment.

All users must comply with applicable laws governing the purchase, importation, and use of the devices in their respective jurisdiction.

#### **4.6 Assumption of Risk**

You the purchaser and all users assume any and all risks associated with utilizing the product in any way. As the purchaser, you agree and acknowledge that you are aware of the inherent risk of injury associated with the use of these devices and you the purchaser and all the users assume all responsibility for any injury that may occur while using the product in any capacity. This includes without limitation risks due to exposure to electrical currents.

You and/or user are aware of the risks of injury and property damage that may result from, among other causes, the active or passive negligence of SOZO and its officers, directors, employees and agents (collectively, "released parties"), including without limitation the risk of defects in the design or manufacture of the product or the absence of warnings or instructions regarding proper use of the product for any form of electrical stimulation and/or neuromodulation procedures. The user is voluntarily engaged any form of electrical stimulation and/or neuromodulation and/or willingly uses the health supplements with full knowledge of the risks of injury, and other risks, and assumes any and all known and unknown risks of injury and property damage that may result from use of the product for any form of electrical stimulation and/or neuromodulation and/or any health supplement.

#### **4.7 Product Quality and Conformity**

While we strive to ensure product quality, SOZO makes no warranties beyond those required by law under the Consumer Sales Law (Law 132(I)/2000 implementing EU Directive 1999/44/EC). Products must be of satisfactory quality and fit for purpose as described at the time of sale. SOZO's liability is limited to repair, replacement, or refund as prescribed by law, and does not extend to consequential damages.

#### **4.8 Third-Party Product Disclaimer**

Where products are manufactured by third parties, SOZO acts as a distributor only. Manufacturer warranties, if any, shall be passed through to purchasers. SOZO disclaims all warranties, express or implied, regarding third-party manufactured products except as required by mandatory consumer protection law. Product defects arising from manufacturing faults shall be addressed through manufacturer warranty procedures.

#### **4.9 Technical Specifications and Compatibility**

Product specifications are provided by manufacturers and are subject to change without notice. SOZO does not warrant that products will be compatible with all systems, applications, or uses. Users are responsible for verifying compatibility and suitability for their intended purpose prior to purchase.

#### **4.10 Product Images and Representations**

Images, illustrations, and descriptions are for reference only. Actual products may vary in appearance due to manufacturing variations, display settings, or photography. Such variations

do not constitute breach of contract provided the product conforms to its core specifications and description.

## **5. Orders and Payments**

### **5.1 Order Acceptance**

Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance by sending you an email that confirms the order.

### **5.2 Payment Methods**

We accept payments via Stripe, Inc. ("Stripe" or the "Payment Processor"). You agree to pay in full the product price using the available payment methods and any additional credit or debit charges that may incur as a result of the transaction will be paid by you in advance of the delivery of any product.

### **5.3 Payment Processing**

To secure your payment we collaborate with regulated and certified payment processors who are responsible for effecting the payment. In order to secure the payment you will be directed to the secure page of the payment processor which is linked to our website.

All payments are processed through Stripe at all times. Stripe will process all payments in accordance with their respective Terms of Service and Privacy Policy, which can be found at:

- Stripe Terms of Service: <https://stripe.com/legal/consumer>
- Stripe Privacy Policy: <https://stripe.com/privacy>

By using our E-Shop and completing a purchase, you acknowledge and agree that:

- You have read and accept Stripe's Terms of Service and Privacy Policy.
- Your payment information will be processed by Stripe in accordance with their policies.
- Stripe may collect and process payment data independently as a data controller.
- We do not have access to or store your complete payment card details.
- Payment processing is subject to Stripe's fraud detection and security measures.

SOZO acts solely as a merchant and does not directly process, store, or have access to your full payment card information. All payment card data is handled exclusively by Stripe in compliance with PCI DSS (Payment Card Industry Data Security Standard) requirements.

### **5.4 Payment Data Security**

We will not be responsible for any breach of payment data. Our payment service provider has different T&Cs and creation of an account in our E-shop will mean automatic acceptance of the T&Cs of our payment service provider.

We do not store your payment details (i.e. card number or card security code). This is under the control of the payment agent who handles the processing and approval or rejection of the transaction.

## 5.5 Rejected Transactions

In case a transaction is rejected, it is your responsibility to (irrespective of the reason for rejection) ensure that the payment is effected. In case it is not, we may suspend and/or delete your account.

## 5.6 Payment Agent Liability

We are in no way liable for any default of the payment agent and/or any failure of the payment service to inform us on the successful completion of the transaction.

## 5.7 Payment Verification and Fraud Prevention

SOZO reserves the right to conduct security checks and verification procedures on any order, including but not limited to:

- Verification of billing information.
- Confirmation of delivery address.
- Validation of payment method.
- Contact with the cardholder or financial institution.

Orders may be delayed or canceled if verification cannot be satisfactorily completed. SOZO may use third-party fraud detection services to assess transaction risk.

## 5.8 Chargebacks and Payment Disputes

If you initiate a chargeback or payment dispute with your financial institution without first attempting to resolve the issue with SOZO, you agree that:

- SOZO may suspend or terminate your account.
- You remain liable for all amounts due plus associated chargeback fees and administrative costs.
- SOZO may pursue collection through legal means.
- You forfeit any right to future purchases.

Disputes should be raised with SOZO first through [eshop@sozobraincenter.com](mailto:eshop@sozobraincenter.com)

## 5.9 Currency and Exchange Rates

All prices are stated in Euro (EUR) unless otherwise specified. For transactions in other currencies, exchange rates are determined by the payment processor at the time of transaction. SOZO is not responsible for currency fluctuations or exchange rate differences between order placement and payment processing.

## 5.10 Product Availability

All products are subject to availability. While we strive to maintain accurate inventory information, stock levels are not guaranteed in real-time. If a product becomes unavailable after your order is placed, we will notify you promptly and offer:

- Substitute product of equal or greater value (subject to your acceptance); or
- Proceed with full refund; or
- Credit for future purchase.

SOZO is not liable for loss or damages arising from product unavailability.

### **5.11 Right to Cancel Orders**

SOZO reserves the right to cancel or refuse any order for any reason including but not limited to:

- Product unavailability.
- Pricing errors.
- Suspected fraud or unauthorized transaction.
- Inability to verify payment or delivery information.
- Export/import restrictions.
- Breach of these Terms by purchaser.
- Technical errors in order processing.

In such cases, you will receive full refund of any amounts charged. SOZO's maximum liability is limited to the refund amount and does not extend to consequential damages.

### **5.12 Pricing Errors**

While we take care to ensure pricing accuracy, errors may occur. If we discover a pricing error after your order is placed but before shipment, we will notify you and give you the option to:

- Proceed at the correct price; or
- Cancel the order for full refund.

SOZO is not obligated to fulfill orders at incorrect prices, even after order confirmation. Obvious pricing errors (e.g., manifestly incorrect prices) do not create binding contractual obligations

## **6. Shipping and Delivery**

- **Shipping Policy:** We ship products to various pre-determined locations globally. You will then be notified to arrange pick-up from the pre-determined location you have selected at the time of placing your order. Shipping costs and delivery times vary depending on the destination. You may collect the product from local assigned delivery

location (subject to availability) in order for you to begin treatment under the supervision of a healthcare professional practitioner.

- **Delivery Times:** Estimated delivery times are provided during checkout. We are not responsible for delays caused by customs or other unforeseen circumstances.

## **7. Returns and Refunds**

### **7.1 Right of Withdrawal**

You have the right to withdraw from the purchase within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day you receive the products provided that the product has not been delivered to the designated area and is in its original packaging.

### **7.2 Return Process**

To exercise the right of withdrawal, you must inform us of your decision by email at [eshop@sozobraincenter.com](mailto:eshop@sozobraincenter.com) before delivery of the product and provided it may be returned sealed and in its original condition and packaging.

### **7.3 Refunds for Defective Products**

In case of any operational issues relating to the product and/or failures to operate properly you should notify us immediately and upon confirmation we will arrange for the repair of the device or the delivery of a replacement device free of cost. In case neither repair or delivery of a new product is possible you will be refunded the original purchase price and the cost of returning the device.

### **7.4 Return Conditions and Process**

To be eligible for return, products must be:

- Unused and in original condition;
- In original packaging with all tags, labels, and documentation;
- Free from damage not caused by SOZO;
- Returned within 14 days of receipt;
- Accompanied by proof of purchase.

Products that have been opened, used, modified, or damaged (except for inspection purposes) are not eligible for return. Customized or personalized products are non-returnable unless defective.

### **7.5 Return Shipping**

Customers are responsible for return shipping costs unless the product is defective or an error was made by SOZO. Products must be adequately packaged to prevent damage during return transit. Risk of loss during return shipping remains with the customer until products are received by SOZO. We recommend using tracked and insured shipping services.

## **7.6 Refund Processing**

Refunds will be processed within fourteen (14) business days of receiving returned products in acceptable condition. Refunds will be issued to the original payment method used for purchase. SOZO reserves the right to deduct return shipping costs, restocking fees (up to 15% for non-defective returns), or amounts to account for diminished product value resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the product.

## **7.7 Exceptions to Right of Withdrawal**

In accordance with Cyprus Distance Selling Regulations and EU Consumer Rights Directive, the right of withdrawal does not apply to:

- Sealed products opened after delivery that are unsuitable for return for hygiene or health protection reasons;
- Products that deteriorate or expire rapidly;
- Sealed audio or video recordings or software if unsealed after delivery;
- Digital content supplied if performance began with consumer consent;
- Custom or personalized products.

## **8. Privacy Policy**

### **8.1 Data Collection**

We collect personal data to process your orders and improve our services. This includes your name, address, email, and payment information.

### **8.2 Privacy Policy**

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 available at [\[insert link\]](#), 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 in the event you have a query or complaint about the use of your personal information.

### **8.3 Data Protection Compliance**

We are committed to protecting your personal data. We use secure servers and comply with GDPR and HIPAA regulations to ensure your data is safe.

### **8.4 Data Security Measures**

SOZO implements appropriate technical and organizational measures to protect personal data against unauthorized access, alteration, disclosure, or destruction, including but not limited to: encryption of data in transit and at rest, access controls, regular security assessments, and

employee confidentiality obligations. However, no method of transmission or storage is completely secure, and SOZO cannot guarantee absolute security.

### **8.5 Data Breach Notification**

In the event of a personal data breach that is likely to result in a risk to your rights and freedoms, SOZO will notify you in accordance with GDPR requirements (Article 34) without undue delay. Notifications will be sent to the email address associated with your account and will include:

- Nature of the breach
- Likely consequences
- Measures taken or proposed to address the breach and mitigate potential adverse effects

### **8.6 Data Processors**

SOZO may engage third-party service providers to process personal data on its behalf (e.g., payment processors, hosting providers, shipping companies). All processors are contractually bound to maintain appropriate security measures and process data only in accordance with SOZO's instructions and applicable data protection laws.

## **9. Intellectual Property**

### **9.1 Ownership**

All content on this website, including text, graphics, logos, and images, is the property of SOZO Brain Center Ltd and is protected by copyright laws.

### **9.2 Reserved Rights**

We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

### **9.3 Limited License**

Nothing in these Terms grants you any legal rights in the E-Shop or its content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the E-Shop or its content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the E-Shop or its content.

### **9.4 User Obligations**

You undertake not to download, publish, store, provide access to, or otherwise distribute any information and/or material available on the E-Shop in any way that may violate rights of any third party. We shall not be liable nor undertake any responsibility for any violations of rights

of third persons, caused by the disclosure by you of any private information or other information that violates rights of third parties.

### **9.5 Trademarks**

Our company logo and the content posted and/or created by us are our trademarks and any content created and/or logo utilized on the E-Shop (if any) are our trademarks. Other trademarks and trade names may also be used on the E-Shop. Use by you of any trademarks on the E-Shop is strictly prohibited unless you have our prior written permission.

By registering on our E-Shop, you agree that we must take certain actions with regards to your content. These actions relate purely to technical matters and should not be considered as an exploitation and/or use and/or approval or confirmation of your content.

You further acknowledge that our rights under this clause (and these Terms in general) may be assigned by us without further notice to any third party.

### **9.6 Website Content and Database Rights**

The Website and E-Shop, including but not limited to its overall design, structure, arrangement, navigation, user interface, selection and arrangement of content, constitute proprietary compilations and databases owned exclusively by SOZO and protected under Cyprus Law 84(I)/1998 (Database Rights) and EU Directive 96/9/EC. Any extraction, re-utilization, or systematic copying of substantial parts of the database is strictly prohibited.

### **9.7 Domain Name Rights**

The domain name 'sozobraincenter.com' and all associated subdomains are the exclusive property of SOZO. Any attempt to register confusingly similar domain names, use the domain in bad faith, or engage in cybersquatting shall be subject to legal action under the Uniform Domain-Name Dispute-Resolution Policy (UDRP) and applicable laws.

### **9.8 Source Code and Technology Protection**

All source code, algorithms, proprietary software, technical processes, and know-how used in or for the operation of the Website and E-Shop constitute valuable trade secrets of SOZO. Users agree not to reverse engineer, decompile, disassemble, or attempt to discover any source code or underlying technology. This obligation survives termination of these Terms.

### **9.9 Enforcement and Remedies**

SOZO reserves the right to pursue all available legal remedies for intellectual property infringement, including but not limited to injunctive relief, monetary damages, costs, and legal fees. Users acknowledge that breach of intellectual property provisions may result in irreparable harm for which monetary damages are inadequate, and SOZO shall be entitled to equitable relief without posting bond.

### **9.10 Prohibited IP Activities**

You may not use the E-Shop in any illegal or unauthorized way. You may use the E-Shop only as permitted by law, including applicable intellectual property laws and regulations. You may not use our services to distribute illegal or anti-social material.

If you take any illegal and/or unauthorized actions or abuse our infrastructure, we have the right to suspend and/or delete your account.

### **9.11 User Content Liability**

We will not monitor and/or confirm the content uploaded by you and will have no responsibility and/or liability for any such content. We do not purport to provide any legal advice and/or cover to any individual or company who utilize the E-Shop and share any content with copyright protection. Under no circumstances will we be responsible for the Users' behavior when found to be utilizing protected content. All licensing, copyright and royalty matters will be the sole responsibility of the user.

## **10. Limitation of Liability**

### **10.1 Our Responsibility**

If we breach these Terms or are negligent, we are liable to you only for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

### **10.2 Excluded Liability**

We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

### **10.3 General Exclusion**

In no event shall we, our officers, directors, employees, or agents (collectively referred to as "Related Parties") be liable to you or to any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever arising from or related to either this Agreement, or use of the Services or the E-Shop.

### **10.4 Specific Exclusions**

We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- Loss of profits
- Loss of sales or business
- Loss of agreements or contracts
- Loss of use or corruption of software, data, or information
- Any indirect or consequential loss

### **10.5 Liability Cap Amount**

The Related Parties' liability to you for any damages arising from or related to this Agreement will at all times be limited to the payment for the product to which your claim relates to (if any). The existence of more than one claim will not lead to an increase of this limit.

### **10.6 Mandatory Liability**

Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

### **10.7 Tax Liability**

We and all Related Parties do not make any representation with regards to any tax liabilities and/or obligations arising with regards to the purchase of any goods and/or receipt of any services. Each user is responsible for ascertaining and settling any tax obligations and under no circumstances shall we or any Related Party be liable for any such tax liability.

### **10.8 Liability Cap**

Subject to mandatory legal requirements, SOZO's total aggregate liability arising out of or related to these Terms, whether in contract, tort, negligence, strict liability, or otherwise, shall not exceed the amount paid by you for the specific product giving rise to the claim, or €500, whichever is lower, in any rolling twelve-month period. This cap does not apply to liability that cannot be limited by law (death, personal injury, fraud).

### **10.9 User Conduct Liability**

Users shall be solely liable for any claims, damages, or losses arising from:

- Breach of these Terms
- Violation of applicable laws or regulations
- Misuse of products
- Unauthorized access to accounts
- Provision of false or misleading information
- Infringement of third-party rights

Users agree to indemnify SOZO for all costs, legal fees, and damages incurred defending against such claims.

### **10.10 Medical Device Disclaimer**

Products sold are not intended for medical diagnosis, treatment, cure, or prevention of disease unless explicitly certified as medical devices. SOZO makes no representations regarding medical efficacy. This includes any supplements sold through the E-Shop, which are not medicines. Users assume all risks associated with using products for medical or therapeutic purposes and must consult with qualified healthcare professionals before such use.

### **10.11 Exclusion of Certain Damages**

In no event shall SOZO be liable for:

- Loss of data or information
- Business interruption
- Reputational harm
- Loss of opportunity or goodwill
- Costs of substitute products or services
- Damages arising from third-party actions or failures
- Damages exceeding foreseeable scope at time of contract formation

#### **10.12 Service Disclaimer**

We do not guarantee that the website will be error-free or uninterrupted. We are not liable for any damages arising from the use of this website. The E-Shop, including, without limitation, all content, software and/or other information made available on or accessed through or sent or made available by us, are provided "AS IS," "as available," and "with all faults".

#### **10.13 Indemnification**

You agree to indemnify and hold us and all Related Parties harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **11. Hyperlinks and third-party rights**

The E-shop may contain hyperlinks or references to third party advertising and websites other than the E-shop. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

#### **12. Governing Law**

##### **12.1 Governing Law**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

##### **12.2 Jurisdiction**

Subject to clause 12.3 below, the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation.

### **12.3 Alternative Dispute Resolution**

Before initiating court proceedings, parties agree to attempt resolution through good faith negotiations for a period of thirty (30) days. If unsuccessful, disputes may be referred to mediation through the Cyprus Mediation and Arbitration Service or another mutually agreed mediator.

### **13. Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

### **14. Disclaimer**

#### **Changes to Terms and Conditions**

- We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the E-shop and by continuing to use and access the E-shop following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- Your use of the E-shop, or failure to terminate your registered account with us, during thirty (30) days subsequent to any modifications will constitute acceptance of the Terms as so changed. You will be given notice of each modification by:
  - the updating of the "Last Revised" date, above, and
  - an email sent to you by us at the address you designate, you expressly agree that, by updating the "Last Revised" date when modifications are made, we are providing you with sufficient notice of such modifications, and that you will therefore be bound thereby if you continue to use the E-shop.
- You expressly agree that, by updating the "Last Revised" date when modifications are made, we are providing you with sufficient notice of such modifications, and that you will therefore be bound thereby if you continue to use the E-Shop.

As such, please check the "Last Revised" date prior to each use of the Services by you, as you will be bound by these Terms as they exist on the date of each such use.

### **15. CONTACT INFORMATION**

For all inquiries, complaints, or legal notices under these Terms, please contact us at:

#### **Registered Office:**

Theodorou Potamianou 56, Kato Polemidia, 4155, Limassol, Cyprus

**Customer Support Email:** [eshop@sozobraincenter.com](mailto:eshop@sozobraincenter.com)

**Legal Inquiries:** [legal@sozobraincenter.com](mailto:legal@sozobraincenter.com)

Telephone: +357 22 879000

Business Hours: 09:00-17:00 Cyprus timezone

## **16. GENERAL PROVISIONS**

### **16.1 Entire Agreement**

These Terms, together with our Privacy Policy and any additional terms referenced herein, constitute the entire agreement between you and SOZO relating to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral.

### **16.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent, or if such modification is not possible, the provision shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

### **16.3 Waiver**

No waiver by SOZO of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by SOZO to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

### **16.4 Assignment**

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without SOZO's prior written consent. SOZO may freely assign, transfer, or delegate these Terms and its rights and obligations hereunder without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of assets. These Terms shall be binding upon and inure to the benefit of permitted successors and assigns.

### **16.5 No Third-Party Beneficiaries**

These Terms are for the sole benefit of the parties hereto and their permitted successors and assigns. Nothing in these Terms, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

### **16.6 Headings**

The headings and captions used in these Terms are for convenience only and shall not affect the interpretation of these Terms.

## **16.7 Language**

These Terms are drafted in English. Any translations provided are for convenience only. In the event of conflict between the English version and any translation, the English version shall prevail.

## **16.8 Notices**

All notices under these Terms shall be in writing and delivered to the addresses specified in Section 15 (Contact Information). Notices to users shall be deemed given when sent to the email address associated with the user's account. Notices to SOZO must be sent by registered mail or courier to the registered office address.

## **17. INTERNATIONAL SALES AND CUSTOMS**

### **17.1 Cross-Border Sales**

Products may be shipped to select international destinations subject to availability. By ordering for delivery outside Cyprus, you acknowledge and agree that you are the importer of record and are responsible for compliance with all applicable laws and regulations in the destination country.

### **17.2 Import Duties and Taxes**

All customs duties, import taxes, VAT, tariffs, and any other fees imposed by the destination country are the sole responsibility of the purchaser. These charges are not included in the product price or shipping costs and are collected by customs authorities upon entry into the destination country. SOZO is not responsible for any customs delays, seizures, or additional charges.

### **17.3 Customs Documentation**

SOZO will provide necessary customs documentation to facilitate clearance. However, you are responsible for providing accurate information required for customs declarations and for clearing goods through customs in the destination country.

### **17.4 Regulatory Compliance**

You are responsible for ensuring with your doctor and/or healthcare professional that products ordered comply with all applicable laws, regulations, and standards in your jurisdiction, including but not limited to, medical device regulations (EU MDR, FDA), import restrictions, and licensing requirements. SOZO makes no representation that products are approved for use or sale in your jurisdiction.

### **17.5 Restricted Destinations**

SOZO reserves the right to refuse orders to jurisdictions where sale, import, or use of products is prohibited, restricted, or where SOZO has compliance concerns. No liability arises from refusal to ship to restricted destinations.

## **18. PROHIBITED USES**

You agree not to use the Website or E-Shop for any of the following prohibited purposes:

### **18.1 Unlawful Activities**

Any purpose that violates any applicable local, national, or international law, regulation, or ordinance.

### **18.2 Harmful Conduct**

Engaging in conduct that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; impersonating any person or entity; misrepresenting affiliation with any person or entity.

### **18.3 Security Violations**

Attempting to gain unauthorized access to any portion of the Website, E-Shop, or any systems or networks connected thereto; probing, scanning, or testing the vulnerability of any system or network; breaching security or authentication measures.

### **18.4 Network Abuse**

Interfering with or disrupting the Website, E-Shop, servers, or networks; transmitting any viruses, worms, defects, Trojan horses, or other items of destructive nature; launching denial-of-service attacks; overloading, flooding, or mail-bombing.

### **18.5 Data Scraping**

Using any robot, spider, crawler, scraper, or other automated means to access the Website or E-Shop or extract data; harvesting or collecting information about other users.

### **18.6 Commercial Misuse**

Using the Website or E-Shop for unauthorized commercial purposes; reselling products without authorization; using products or information for competitive purposes.

### **18.7 Content Violations**

Uploading, posting, or transmitting any content that infringes intellectual property rights; violates privacy or publicity rights; contains malware or malicious code.

### **18.8 Account Abuse**

Creating multiple accounts; sharing account credentials; using another person's account; purchasing products on behalf of competitors.

### **18.9 Enforcement**

Violation of this Section 18 may result in immediate account termination, legal action, referral to law enforcement authorities, and claims for damages. SOZO reserves all rights and remedies available at law or in equity.

## **19. COOKIES AND TRACKING TECHNOLOGIES**

### **19.1 Use of Cookies**

The Website uses cookies and similar tracking technologies to enhance user experience, analyze usage patterns, and deliver targeted content. By using the Website, you consent to the use of cookies in accordance with this section and our Cookie Policy.

### **19.2 Types of Cookies**

We use the following categories of cookies:

Strictly Necessary Cookies (essential for Website operation)

Performance Cookies (collect information about Website usage)

Functionality Cookies (remember user preferences)

Targeting Cookies (deliver relevant advertisements)

### **19.3 Managing Cookies**

You can manage cookie preferences through your browser settings. However, disabling certain cookies may limit Website functionality and affect your user experience. Instructions for managing cookies are available in our Cookie Policy at [\[insert link\]](#).

### **19.4 Third-Party Tracking**

The Website may include third-party tracking tools (e.g., analytics providers, advertising networks). These third parties may collect information about your online activities across different websites. We do not control third-party cookies and recommend reviewing their privacy policies.

### **19.5 Consent**

For non-essential cookies, we will obtain your consent through our cookie consent banner. You may withdraw consent at any time through cookie preference settings. Withdrawal does not affect lawfulness of processing based on consent before withdrawal.

## **20. WEBSITE CONTENT AND INFORMATIONAL MATERIALS**

### **20.1 Nature of Website Content**

The Website may contain various informational materials including but not limited to research articles, blog posts, educational content, scientific studies, technical documentation, product information, news items, and other content related to neuroscience, brain stimulation, cognitive enhancement, and related fields (collectively, "Website Content").

Website Content is provided for general informational and educational purposes only. It is intended to promote knowledge and understanding of various health, science, and technology topics.

### **20.2 Not Medical Advice**

Website Content does not constitute medical advice, diagnosis, treatment, or professional healthcare guidance. No content on this Website, regardless of format or source, should be used as a substitute for:

- Direct consultation with qualified medical professionals
- Professional medical advice, diagnosis, or treatment
- The advice of your physician or other qualified healthcare provider
- Clinical evaluation of your individual medical condition

SOZO expressly disclaims any intention to provide medical advice through Website Content. Nothing published on this Website creates a doctor-patient relationship or any other professional healthcare relationship.

### **20.3 Duty to Consult Healthcare Professionals**

You acknowledge and agree that:

- You must consult with qualified healthcare professionals before making any decisions related to your health, medical treatment, or use of any products
- You should always seek the advice of your physician or other qualified health provider with any questions regarding a medical condition
- You should never disregard professional medical advice or delay seeking it because of something you have read on this Website
- If you think you may have a medical emergency, you should call your doctor or emergency services immediately

### **20.4 Research and Third-Party Content**

Website Content may include references to, summaries of, or links to scientific research, academic studies, clinical trials, and third-party publications. With respect to such content:

- Research findings are presented for informational purposes only and do not constitute endorsement or recommendations
- Scientific studies may be preliminary, ongoing, or subject to peer review limitations
- Research cited may have been conducted under specific conditions not applicable to general use
- Findings from research may not be replicable in all populations or circumstances
- SOZO makes no representations regarding the accuracy, reliability, completeness, or timeliness of third-party research

Users are encouraged to review original research sources and consult qualified professionals to understand the context, limitations, and applicability of any research findings.

## **20.5 No Warranties Regarding Website Content**

SOZO makes no warranties, express or implied, regarding Website Content, including but not limited to:

- Accuracy, completeness, reliability, or timeliness of information
- Fitness for a particular purpose or suitability for individual circumstances
- Non-infringement of third-party rights
- Freedom from errors, omissions, or inaccuracies
- Currency of information (content may become outdated)

Website Content is provided "AS IS" and "AS AVAILABLE" without warranty of any kind. Scientific understanding evolves, and information that is current today may be superseded by new research or regulatory guidance.

## **20.6 Limitation of Liability for Website Content**

To the maximum extent permitted by law, SOZO shall not be liable for any loss, injury, claim, liability, or damage of any kind arising from or related to:

- Your use of or reliance on Website Content
- Your interpretation or application of information found on the Website
- Any decisions made based on Website Content
- Errors, omissions, or inaccuracies in Website Content
- Third-party content, research, or materials referenced on the Website
- Outdated information or changes in scientific understanding

You acknowledge and agree that any reliance on Website Content is at your own risk. SOZO disclaims all liability for consequences arising from use of or reliance on Website Content.

## **20.7 User Responsibility**

By accessing and using Website Content, you agree that you are solely responsible for:

- Evaluating the accuracy, completeness, and usefulness of all Website Content
- Consulting with qualified professionals before making health-related decisions
- Verifying information through independent sources
- Using your own judgment and discretion in applying any information
- Complying with all applicable laws and professional guidance

## **20.8 Updates and Changes to Content**

SOZO reserves the right to modify, update, remove, or discontinue any Website Content at any time without prior notice. SOZO undertakes no obligation to update content or to remove outdated information. The presence of content on the Website does not constitute a representation that such content is current, accurate, or complete.

### **20.9 No Endorsement**

References to specific products, services, research studies, organizations, or publications on the Website do not constitute endorsement or recommendation by SOZO. Inclusion of third-party content does not imply approval, sponsorship, or affiliation.

### **20.10 Educational Purpose Only**

Website Content is designed to support, not replace, the relationship between patients and their healthcare providers. It is intended to supplement professional medical advice, not substitute for it. The information is for educational purposes and should not be used for self-diagnosis or self-treatment.

### **20.11 Jurisdictional Variations**

Medical practices, regulatory standards, and legal requirements vary by jurisdiction. Website Content may not be applicable or appropriate in all jurisdictions. Users are responsible for determining whether information is relevant and lawful in their specific location and circumstances.

### **20.12 Indemnification for Content Use**

You agree to indemnify, defend, and hold harmless SOZO and its officers, directors, employees, agents, and affiliates from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

- Your use of or reliance on Website Content
- Your misinterpretation or misapplication of information
- Your failure to consult qualified professionals
- Any decisions or actions taken based on Website Content
- Your violation of this Section 20

## **21. Pre-Treatment Evaluation and Post-Treatment Care**

Where applicable, users may undergo pre-treatment evaluation before placing their order and/or post-treatment care provided by qualified healthcare professionals.

Such healthcare professionals are independent contractors engaged by SOZO. Clinical decisions, advice, diagnosis, and patient care remain the sole responsibility of the treating healthcare professional.

Users acknowledge that:

- SOZO acts as a facilitator and product supplier;
- SOZO does not provide medical advice through the E-Shop.

### **Medical Disclaimer**

Any information provided on this e-shop is for general informational purposes only. It is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this website.

### **Important Considerations:**

1. **No Medical Advice:** The content on this e-shop is not intended to provide medical advice. It is designed to provide general information about health topics and should not be used as a substitute for professional medical advice, diagnosis, or treatment.
2. **Consult a Healthcare Professional:** If you have any concerns about your health, you should consult a qualified healthcare professional. Do not rely solely on the information provided on this website for medical decisions.
3. **No Liability:** The owners and operators of this e-shop disclaim any liability for any damages or injuries resulting from your reliance on any information provided on this website. You use this website at your own risk.
4. **No Warranty:** The information on this e-shop is provided "as is" without any warranty of any kind, whether express or implied. This includes, but is not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
5. **External Links:** This e-shop may contain links to other websites. These links are provided for convenience only and do not imply endorsement of the linked sites or any information contained in those sites.
6. **Changes to Disclaimer:** We reserve the right to modify this disclaimer at any time without notice. Your continued use of this website after any changes to this disclaimer will be deemed acceptance of those changes.
7. **Privacy Policy:** Please review our Privacy Policy for information on how we handle personal data.

**By using this e-shop, you acknowledge that you have read, understood, and agree to be bound by this disclaimer.**