



Quick Start Guide

DISCLAIMER

The user of the ***Adaptive Resilience App***, which includes the ***Emotional Health Assessment (DASS)***, the ***Autonomic Health Assessment***, the ***Expert Assessment***, the ***Resonant Frequency Test***, the ***Engagement Training***, the ***Attentiveness Training*** and the ***Expert View***, agrees that this assessment and training program is designed solely for health improvement, performance management, stress reduction, meditation, self-improvement, learning, and as an aid in motivation, relaxation and experimentation. ***This application is not intended as a replacement for medical or psychological diagnosis and treatment. No medical or psychological claims are intended, express or implied.***

Those meeting any of the following conditions, whether knowingly or not, should not use this application:

- Epileptics
- Pregnant women
- Those wearing a pacemaker

Those who should consult a qualified physician or therapist before the use of this product include:

- Individuals under the influence of medication or drugs
- Individuals who have a history of severe mental illness
- Individuals who have a history of tinnitus

This application is not to be used while under the influence of alcohol or other mood-altering substances, whether they are legal or illegal.

Finally, DO NOT LISTEN TO ANY AUDIO FILES AND DO NOT LOOK AT THE SCREEN of your ADAPTIVE RESILIENCE APP WHILE DRIVING OR OPERATING MACHINERY.

The user of the *Adaptive Resilience App* assumes all risks, waiving any claims against Adaptive Resilience Ltd. or Happy Electronics and its affiliates for any and all mental or physical injuries. The user also agrees to assume liabilities when allowing other persons to access the *Adaptive Resilience App*.

In no case will Adaptive Resilience Ltd. or Happy Electronics and its affiliates or distributors of the *Adaptive Resilience App* be liable for chance, accidental, special, direct or indirect damages resulting from use, misuse or defect of its program, instructions or documentation. The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than a request for injunctive relief) shall be subject to arbitration upon written demand of either party. Arbitration shall take place within forty-five days of receipt of the written demand, in London, United Kingdom, or at another location (or in whole or in part by phone



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or other means) if the parties so agree. The arbitration shall take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representatives shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the arguments, and decide the matter. Each party shall pay half the costs of the arbitration proceeding. The arbitrator shall not have the authority to award punitive damages or any other form of relief not contemplated in this Agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Should you suffer with a mental, emotional or physical health problem, please always take advice from your health care professional and/or therapist.

This app does not replace any professional advice, diagnosis or treatment, although it may assist you in improving your health, wellness and performance as part of an integrated therapeutic approach.

Should any of the assessments (DASS or AHA) show abnormal results, you are strongly advised to discuss this with your health professional or therapist.

Privacy policy

By using the Adaptive Resilience App you are giving permission for Adaptive Resilience Ltd and Happy Electronics to take a copy of your session data and use selected elements of it for examination, research and analysis. All data used by Adaptive Resilience Ltd and Happy Electronics will be anonymised and may be passed to a third party for analysis and research. In the event that data is passed onto a third party, no identifying information will be sent with the data.

Data will not be used by Adaptive Resilience Ltd and Happy Electronics for commercial and marketing purposes.

I AGREE