

## TERMS OF USE

Last Updated: November 2017

This website portal ("Portal") is provided to you under the following Terms of Use (including any additions or changes to the Terms of Use) (collectively referred to as this "Agreement") that may be posted by TrialCard Incorporated from time to time. Your use of this Portal, or any other services or content provided through the Portal, shall be deemed to constitute your consent to be legally bound by the terms and conditions of the Agreement, which shall be enforceable in the same way as if you had signed the Agreement. If you are not willing to accept the terms and conditions in the Agreement, we ask that you not access or use the Portal or post or submit any materials on it. If you disagree with the terms of this Agreement, as modified from time to time, your sole remedy is to discontinue your use of the Portal.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING, OR BROWSING THIS WEBSITE OR ANY OF ITS CONTENT. BY ACCESSING, BROWSING, OR USING THIS WEBSITE OR ANY OF ITS CONTENT, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE THAT:

1. YOU HAVE READ AND UNDERSTAND ALL OF THESE TERMS AND CONDITIONS;
2. YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS;
3. THESE TERMS AND CONDITIONS ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN YOU AND TRIALCARD; AND
4. IF ACCESSING, BROWSING, OR USING THIS PORTAL OR ANY OF ITS CONTENT ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THESE TERMS AND CONDITIONS. IF YOU ARE NOT WILLING TO BE OR CANNOT BE BOUND BY ALL OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THE PRECEDING AGREEMENT AND ACKNOWLEDGEMENT, THEN DO NOT DO NOT ACCESS, BROWSE, OR USE THIS PORTAL OR ANY OF ITS CONTENT. MOREOVER, TRIALCARD DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, BROWSE OR USE THIS WEBSITE OR ITS CONTENT WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### Website Intended Audience

The Portal is intended for and directed to residents of the United States and its territories. This Website is not intended for anyone under the age of 18.

### Information Disclaimer

INFORMATION, INCLUDING ANY ADVICE AND RECOMMENDATIONS ON THE PORTAL, IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. YOUR USE OF THE SITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE PORTAL.

WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE PORTAL. WHILE WE STRIVE TO KEEP THE INFORMATION ON THE PORTAL ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE PORTAL.

### Ownership

You understand and agree that the Portal is the property of TrialCard; including all intellectual property rights in it and that you have no right to use them, other than as set out in this Agreement. TrialCard is not responsible for any harm or loss that you suffer in relation to any use you make of the Portal for any business purposes or other purposes not authorized under this Agreement. We reserve the right to refuse or terminate access to the Portal at our discretion. The Portal is provided free of charge and we have no obligation to provide any maintenance or support services in relation to the Portal and we are not responsible for any loss or damage you may suffer as a result of any failure to maintain or update the Portal.

You may not copy, change, or reuse the Portal, any updates to it, or any part of it, including the software incorporated in it.

You may use this Portal only for lawful purposes and in accordance with this Agreement. You are granted a nonexclusive, nontransferable, revocable, limited license to view, print, and distribute content retrieved from the Portal for your personal, noncommercial purposes, provided that you do not remove or obscure the copyright notice or other notices displayed on the content. You may not copy, reprint, modify, display, perform, translate, distribute, adapt, broadcast, communicate to the public by telecommunication, circulate, or sell the content retrieved from the Portal in any way, for any commercial use or provide it to any commercial source, including other websites, without the prior written permission of TrialCard.

In addition, you agree not to: (i) use this Portal in any manner that could disable, overburden, damage, or impair this Portal, or interfere with any other use of this Portal, including, any user's ability to engage in real-time activities through this Portal; (ii) use any robot, spider, or other automatic device, process, or means to access this Portal for any purpose, including to scrape, data mine, monitor, or copy any of the material on this Portal; (iii) use any manual process to monitor or copy any of the material on this Portal, or to engage in any other unauthorized purpose without the express prior written consent of TrialCard; (iv) otherwise use any device, software, or routine that interferes with the proper working of this Portal; or (v) otherwise attempt to interfere with the proper working of this Portal.

We reserve all rights not expressly granted to you.

### Privacy and Consent to Use Data

The information that we obtain through your use of the Portal, whether through the registration process or otherwise, is subject to our Privacy Policy, which addresses our collection and use of the data you provide to us, including your rights relative to that information.

### Electronic Communications

The information communicated on the Portal constitutes an electronic communication. When you communicate with us through the Portal or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to applicable privacy laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

### Your Obligations

In using the Portal, you agree not to:

- Send or otherwise transmit to or through the Portal, or to us through email, any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful, or otherwise objectionable material of any kind, any material that can cause harm or delay to the Portal or computers of any kind, and any unsolicited advertising, solicitation, or promotional materials;
- Misrepresent your identity or affiliation in any way;
- Use the Portal to disclose or obtain information about a patient, individual, or entity not associated with your practice, or collect information about users of the Portal;
- Transmit, or otherwise make available on the Portal, any personal information of any individual or any material protected by copyright, trademark, publicity, privacy or other proprietary right without the express permission of such individual or the owner of such rights, respectively;
- Gain unauthorized access to the Portal, or assist others to gain unauthorized access, or to disclose users' names or personally identifiable information, or to gain or provide unauthorized access to other computers or websites connected or linked to the Portal;
- Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Portal in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Send, or otherwise transmit to or through the Portal, or to us, email chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- Transmit, or otherwise make available, any virus, worm, spyware or any other computer code, file or program that may, or is intended to, damage or hijack the operation of any hardware, software, or telecommunications equipment;
- Violate any applicable laws, regulations, or the terms of this Agreement;
- Assist or permit any persons in engaging in any of the activities described above.

### User IDs And Passwords

Access to the Portal requires a user identifier ("User ID") and password, which are selected and/or supplied as part of the registering on the Portal with TrialCard. By registering, you represent, warrant and covenant that: (i) you are at least 18 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information about yourself during the registration process; (iv) you either are the healthcare provider or have the authority to represent the healthcare provider registering on the Portal; (v) you will maintain and promptly update the information

that you provide to keep it true, accurate, current, and complete; and (vi) you will have obtained a registration and will use the Portal only for the activities permitted by such registration.

By logging onto the Portal using any password, you represent, warrant, and covenant that you are authorized to use such password and to engage in the activities that you conduct thereunder. You agree that you will be solely responsible for the maintenance and security of your User ID and password. Your User ID and password are unique to you, and you agree not to disclose or share your User ID and password with any third party. You also agree that you will be solely responsible for any activities conducted on or through the Portal.

You further agree not to (i) gain, or attempt to gain, unauthorized access to any portions of the Portal where access is restricted to registered users or to information contained in such sections of the Portal; (ii) obtain or attempt to obtain confidential, proprietary and/or personal information stored on the Portal; (iii) distribute passwords to unregistered or unauthorized users; or (iv) make any unauthorized use of the Portal or information accessible on the Portal.

TrialCard reserves the right to deny or revoke access to the Portal, or any part thereof, at any time, in our sole discretion, with or without cause. If you wish to cancel a password, or if you become aware of any loss, theft, or unauthorized use of a password, please notify us immediately.

#### Disclaimer of Warranties With Respect to Use of the Portal

THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRIALCARD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, LEGAL, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TRIALCARD DOES NOT MAKE ANY WARRANTY THAT THE PORTAL WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. TRIALCARD MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PORTAL.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PORTAL IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRIALCARD, OR THROUGH THE PORTAL, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

#### Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL TRIALCARD, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF INCOME, SAVING OR PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE

SERVICES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE PORTAL; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEBSITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA (INCLUDING PERSONAL INFORMATION); (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PORTAL; OR (5) ANY OTHER MATTER RELATING TO THE PORTAL. THESE LIMITATIONS WILL APPLY WHETHER OR NOT SITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

#### Trademark Notices

The trademarks and brand names displayed on the Portal are the property of TrialCard, its affiliates, or third party owners. You may not use or display any trademarks or service marks displayed on the Portal without our prior written consent.

You must exercise caution, good sense, and sound judgment in using the Portal. You are prohibited from violating, or attempting to violate, the security of the Portal. Any such violations may result in criminal and/or civil penalties against you. TrialCard will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

#### Modification or Suspension of the Portal

We will make reasonable efforts to make the Portal available, but we may, from time to time, need to interrupt, restrict, modify, or discontinue, temporarily, or permanently, the Portal or parts of it, without notice. We will not be responsible for any harm or loss you may suffer as a result of such actions.

#### Termination

We may at any time terminate your use of, or access to, the Portal and may delete any or all of your User Content without prior notice if we have a good reason to do so, which includes any breach by you of the terms of this Agreement. We will not be responsible for any loss or harm you may suffer as a result of termination of your use of the Portal in these circumstances. In the event of any termination, you must stop using the Portal. You agree that the provisions of the Agreement regarding Ownership, Trademark Notices, Indemnification, Disclaimer or Warranties, Limitations of Liability, and Applicable Law shall survive any such termination.

#### Links to Third Party Sites

The Portal may contain links or references to third party websites. These links are provided for your convenience only. No endorsement of any third party products, services, or information is expressed or implied by any information, material, or content of any third party contained in, referred to, included on, or linked from or to this Website. Any information, data, opinions, recommendations, products, or services provided by such third parties through links to other websites, or otherwise made available through their websites, are solely those of such third parties, and not of Site Owner. Your use of such third party websites is subject to the terms of use and the privacy policies of such websites.

#### Indemnification

You agree to indemnify and hold harmless TrialCard and its affiliates and their respective directors, officers, employees, agents, or other representatives from and against all claims, liability, damages and expenses, including, without limitation, all legal fees and costs arising from or relating to (a) your breach of the Agreement; (b) your use of the Portal, including without limitation, transmission or placement of information or material by you on the Portal; and (c) any claim or allegation that any of your User Content infringes the intellectual property or other proprietary rights, or privacy rights, of any third party.

#### Modifications to these Terms

We may make changes to the terms of this Agreement, from time to time, in our sole discretion, by updating the Agreement on the Portal, and specifying the effective date of the new version. The "Last Modified" date at the top of the Agreement will indicate when the latest changes were made. Your continued use of the Portal, following the posting of a new version of the Agreement, constitutes your acceptance of any such changes. Accordingly, whenever you visit the Portal, you should check to see if a new version of the Agreement has been posted.

#### Contact Information

If you have any questions or concerns with respect to this Agreement or the Portal, you may contact us as identified in the Privacy Policy or the "Contact Us" section of the Portal.

#### Severability of Agreement

Should any part or provision of this Agreement be held unlawful, void, invalid, or unenforceable, that portion shall be deemed severable from the remainder of the Agreement and shall not affect the validity and enforceability of any remaining provisions.

#### Applicable Law and Jurisdiction

The information on the Portal is intended only for use by residents of the United States and its territories. Other countries may have laws, regulatory requirements, or medical practices that differ from those in the United States. The Agreement and the resolution of any dispute related to the Agreement or the Portal, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of North Carolina, without giving effect to any principles of conflicts of law. Any legal action or proceeding between TrialCard and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Wake County, North Carolina, and you agree to submit to the personal and exclusive jurisdiction of such courts.