

Privacy Policy

Effective September 12, 2026 | Version 2.0

Modern Trials Inc. (“Modern Trials,” “we,” “us,” or “our”) provides the moderntrials.com website (the “Site”) and the Trial Recruitment Toolbox™ (“TRT™” or the “Platform”). This Privacy Policy explains how we collect, use, disclose, retain, and protect personal information, and the choices available to you.

This Policy applies to Site visitors, business contacts, people who request information or a demonstration, and authorized Platform users. It also explains our limited role when customers use the Platform to process information about trial candidates or participants. If a customer agreement, data processing addendum, or Business Associate Agreement (“BAA”) applies, that agreement controls to the extent it conflicts with this Policy.

Important distinction. Modern Trials generally processes trial-candidate and participant information on behalf of the research organization that uses the Platform. That organization determines why and how the information is used. Questions about a specific study, recruitment decision, or participant record should ordinarily be directed to that organization.

1. Who this Policy covers

Site visitors and business contacts. People who visit the Site, submit a form, communicate with us, receive business communications from us, or request a demonstration.

Platform users. Individuals who use the Platform on behalf of a customer organization, such as a clinical research site, site network, site management organization, contract research organization, sponsor, or other authorized organization.

Trial candidates and participants. If a research organization uses the Platform to contact or manage you in connection with a clinical trial, that organization—not Modern Trials—controls the study and your health information. Its privacy notices and consent materials apply to its activities. Modern Trials processes the information only as described in the applicable customer agreement, BAA, and law.

Employment information. This Policy does not govern employee or job-applicant information collected through a separate employment process unless expressly stated at the point of collection.

2. Information we collect

The information we collect depends on how you interact with us.

Information you provide through the Site

- Contact and professional information, such as name, work email address, organization, title or role, organization type, and phone number if you choose to provide it.
- Demo-request and correspondence information, including your interests, questions, scheduling preferences, and the content of communications with us.
- Marketing preferences and records of consent, subscription, or opt-out choices.

Please do not submit health information through public Site forms. Those forms are intended for business inquiries and are not designed to receive medical information or information about a specific trial candidate.

Platform and customer information

- **Account information.** Name, work email, role, organization, contact information, authentication information, account status, and user preferences.
- **Customer Data.** Information submitted to or generated through the Platform by or for a customer, which may include trial protocols, recruitment scripts, candidate lists, screening responses, communications, notes, dispositions, scheduling information, electronic-signature records, and study documents.

- **Health and sensitive information.** Customer Data may include health information, contact information, demographic information, and other information about trial candidates or participants. Some of this information may be protected health information (“PHI”) under HIPAA or sensitive personal information under other laws.
- **Usage and audit information.** Login events, user actions, record access, timestamps, device information, support interactions, and security or audit logs.

Information collected automatically

- Device and network information, such as IP address, browser type, operating system, device identifiers, general location inferred from IP address, and referring URL.
- Site and Platform activity, such as pages or features viewed, links selected, dates and times of access, session information, and diagnostic or performance data.
- Cookie and similar-technology information described in Section 8.

3. Sources of information

We obtain information:

- Directly from you, including through forms, email, telephone, demonstrations, account setup, and Platform use.
- From your organization and its authorized administrators, including when they create or manage your Platform account.
- From customers that submit Customer Data to the Platform.
- Automatically from browsers, devices, and our Site or Platform.
- From service providers that support our operations, such as analytics, communications, security, authentication, and hosting providers.
- For business contact information, from professional networks, referrals, events, publicly available sources, and business-information providers, as permitted by law.

We do not purchase patient or trial-candidate lists.

4. How we use information

We use personal information as reasonably necessary to:

- Respond to inquiries; schedule and conduct demonstrations; evaluate potential customer relationships; and provide requested information.
- Create, authenticate, administer, secure, and support Platform accounts and provide contracted services.
- Enable customer-directed recruitment workflows, communications, screening, scheduling, electronic signatures, document management, reporting, and related Platform functions.
- Send service, security, support, billing, contractual, and other administrative communications.
- Send relevant business-to-business marketing communications, subject to applicable law and your opt-out choices.
- Operate, troubleshoot, analyze, and improve the Site and Platform, including through aggregated or de-identified information where permitted.
- Maintain safety and security; prevent, detect, and investigate fraud, misuse, unauthorized access, or other harmful activity.
- Comply with law, legal process, professional obligations, and our agreements; establish or defend legal claims; and protect the rights, safety, and property of Modern Trials, customers, users, and others.

We do not use Customer Data containing PHI for advertising, to build marketing profiles, or to train general-purpose artificial intelligence models. We use and disclose PHI only as permitted by the applicable BAA and law.

5. How we disclose information

We may disclose personal information in the following circumstances:

- **Service providers and subprocessors.** Vendors that perform services for us, such as cloud hosting, communications, authentication, electronic signatures, analytics, security, customer support, and payment or billing support. They may process information only for authorized purposes and are subject to appropriate contractual obligations. A vendor that handles PHI on our behalf must be covered by a BAA.
- **Your organization and authorized users.** A customer's administrators and authorized users may access information associated with that customer's account and workflows, subject to permissions configured by the customer.
- **Professional advisers.** Auditors, insurers, attorneys, accountants, and other advisers who are subject to confidentiality obligations.
- **Legal, compliance, and safety purposes.** Government authorities or other parties when we reasonably believe disclosure is required by law or legal process, or is necessary to protect rights, security, safety, or property; investigate wrongdoing; or enforce agreements.
- **Business transactions.** A prospective or actual buyer, investor, lender, or successor in connection with due diligence, financing, merger, acquisition, reorganization, bankruptcy, or transfer of all or part of our business, subject to appropriate confidentiality protections.
- **At your direction or with consent.** Other parties when you or the relevant customer directs us to disclose information or provides consent.

No sale or targeted advertising. We do not sell, rent or trade personal information, or share personal information for cross-context behavioral advertising or targeted advertising. We do not sell, rent, trade, or license PHI or Customer Data to third parties for their own purposes.

6. Customer Data, PHI, and HIPAA

Customers determine what Customer Data is submitted to the Platform and are responsible for their collection, use, notices, legal authority, and instructions to Modern Trials. For Customer Data, Modern Trials generally acts as a service provider or processor on the customer's behalf.

When Modern Trials creates, receives, maintains, or transmits PHI on behalf of a HIPAA covered entity or another business associate, Modern Trials acts as a Business Associate. Before PHI is processed through the Platform, the parties must have an applicable BAA. The BAA defines permitted uses and disclosures and controls if it conflicts with this Policy.

Subject to the applicable BAA and law, Modern Trials:

- Uses and discloses PHI only to provide the Platform, perform obligations under the BAA, support proper management and administration, or comply with law.
- Applies administrative, physical, and technical safeguards appropriate to the information and applicable HIPAA requirements.
- Requires subcontractors that create, receive, maintain, or transmit PHI on our behalf to accept applicable restrictions and safeguards.
- Reports security incidents and breaches to the customer as required by the BAA and law, and assists the customer with applicable response obligations.
- At the end of the relationship, returns, deletes, or continues to protect PHI as required by the BAA and applicable law.

This Policy is not a HIPAA Notice of Privacy Practices. That notice is provided by the covered entity responsible for the health information. Trial candidates and participants should direct requests to access, amend, restrict, or obtain an accounting of disclosures to the research organization that contacted them. We will assist that organization as required by the BAA and law.

7. Artificial intelligence features

The Platform may use artificial intelligence to extract and organize information from clinical trial protocols and to generate draft recruitment scripts or related workflow materials. AI output is intended to assist, not replace, qualified human review. The customer and its authorized personnel control final content and all eligibility, enrollment, consent, clinical, and medical decisions.

Clinical trial protocols and related user inputs are processed only to provide and support authorized Platform functions and as otherwise permitted by the customer agreement. Modern Trials does not use PHI to train general-purpose AI models. PHI must not be submitted to an AI service, analytics tool, or integration unless that service is expressly authorized for the use and covered by the applicable customer agreement and an active BAA.

8. Cookies and analytics

The Site and Platform use cookies and similar technologies to operate securely, maintain sessions, remember preferences, diagnose performance, and understand usage. The Site uses Google Tag Manager to deploy analytics tags. Analytics may collect device, network, and activity information and provide reports to us.

You can control cookies through browser settings and any cookie controls we provide. Blocking cookies may affect Site or Platform functions. We do not use cookies to serve third-party behavioral advertisements and do not participate in cross-site behavioral advertising.

Some browsers offer “Do Not Track” settings. Because no uniform standard governs those signals, the Site does not currently respond to them. Where applicable law requires recognition of an opt-out preference signal, we will process a supported signal as required. Because we do not sell personal information or share it for targeted advertising, there is currently no sale or targeted-advertising opt-out to apply.

9. Communications and choices

Marketing email. You may unsubscribe through the link in a marketing email or by emailing info@moderntrials.com with “Unsubscribe” in the subject line. We honor marketing opt-outs within 10 business days and may retain a minimal suppression record so that we can continue to honor the request.

Calls and texts. If you provide a phone number in connection with a demo request or business inquiry, we may call or text you about that request. You may ask us to stop at any time, and may reply STOP to an automated text where supported.

Service communications. If you or your organization has an active Platform account, we may send non-marketing notices about security, service availability, support, billing, or changes to agreements. These communications are part of the service and may continue while the account is active.

10. Data retention

We retain personal information only for as long as reasonably necessary for the purposes described in this Policy, including to provide services, maintain security and auditability, comply with legal or contractual obligations, resolve disputes, and enforce agreements. Retention depends on the type and sensitivity of the information, the relationship, customer instructions, and applicable law.

- Site inquiries and business communications are retained while the relationship or a legitimate business need continues, and then deleted or de-identified unless law or dispute preservation requires longer retention.
- Platform account and usage information is generally retained for the account term and a limited period afterward for support, security, audit, legal, and continuity purposes.

- Customer Data, including PHI, is retained according to customer instructions and the applicable customer agreement and BAA, subject to legal requirements and limited backup or disaster-recovery cycles.
- Cookie and analytics information is retained according to our configuration and the relevant provider's settings, generally for the shortest period reasonably suited to the stated purpose.

11. Security

We maintain administrative, physical, and technical safeguards designed to protect personal information against unauthorized access, use, alteration, loss, or disclosure. Safeguards for the Platform include encryption in transit and at rest, named-user accounts, multi-factor authentication, role-based access controls, and audit logging, together with workforce safeguards, vendor oversight, monitoring, incident response, and business-continuity practices appropriate to the nature and sensitivity of the information.

No transmission or storage system is completely secure. You are responsible for protecting your credentials, using only authorized access, and promptly notifying us or your organization if you suspect unauthorized account activity. If a security incident affects personal information, we will provide notices as required by applicable law, customer agreements, and BAAs.

12. Your privacy rights

Depending on where you live and subject to legal exceptions, you may have rights to:

- Confirm whether we process your personal information and access or obtain a copy of it.
- Correct inaccurate personal information.
- Delete personal information.
- Obtain portable personal information where applicable.
- Restrict or object to certain processing, or withdraw consent where processing relies on consent.
- Opt out of marketing and, where applicable, sale, targeted advertising, or certain profiling.
- Appeal a refusal to act on a request, where applicable.
- Exercise rights without unlawful discrimination or retaliation.

To make a request regarding information Modern Trials controls, email info@moderntrials.com with "Privacy Request" in the subject line. Describe your request and the email address or account involved. We may ask for information reasonably necessary to verify your identity and authority. An authorized agent may submit a request where permitted by law; we may verify the agent's authority and your identity. We will respond within the time required by applicable law.

For Customer Data, including trial-candidate or participant information, the relevant customer controls the information. Please submit your request to the research organization that contacted you. If we receive the request directly, we may route it to the customer and assist with its response as required by contract or law.

If you believe our processing violates applicable law, you may contact the privacy or data-protection authority in your jurisdiction. We encourage you to contact us first so we can address the concern.

13. U.S. state privacy disclosures

For purposes of U.S. state privacy laws that apply to our activities, the categories of personal information we may have collected during the preceding 12 months are described in Section 2; the sources are described in Section 3; the business and commercial purposes are described in Section 4; and the categories of recipients are described in Section 5. These categories may include identifiers, professional or employment-related information, internet or electronic activity, commercial or communication information, approximate geolocation, account credentials, and sensitive or health information contained in Customer Data.

We use sensitive personal information only for permitted purposes, including providing and securing the service, complying with law, and carrying out customer instructions. We do not use it to infer characteristics

for advertising. As stated above, we do not sell personal information or share it for cross-context behavioral or targeted advertising.

14. International visitors

Modern Trials is based in the United States, and the Platform is currently offered for U.S.-based clinical trial operations. The Site and Platform are operated from or supported in the United States. If you access the Site from another country, personal information may be transferred to and processed in the United States and other locations where our service providers operate. Where required, we use appropriate contractual or other safeguards for international transfers.

If European Economic Area, United Kingdom, or similar data-protection law applies, our legal bases may include performing a contract, taking requested pre-contract steps, complying with legal obligations, consent, and legitimate interests such as operating and securing our services, responding to business inquiries, and conducting proportionate business-to-business marketing. You may have the rights described in Section 12 and may lodge a complaint with your local supervisory authority.

15. Children

The Site is intended for business use by adults and is not directed to children under 18. We do not knowingly collect personal information directly from children through public Site forms. A customer may use the Platform in connection with a clinical trial involving minors, but the customer is responsible for required authorization, consent or permission, notices, and legal compliance. Modern Trials processes that information only on the customer's behalf under the applicable agreement and law.

16. Third-party sites and services

The Site or Platform may link to third-party websites or services. Their privacy practices are governed by their own notices, not this Policy. Review those notices before providing personal information. A link does not imply that Modern Trials controls or endorses the third party's privacy practices.

17. Changes to this Policy

We may update this Policy to reflect changes in our services, practices, or legal obligations. We will post the revised Policy with a new effective date. For material changes affecting Platform users or how we process their personal information, we will provide notice by email or through the Platform at least 14 days before the change takes effect, unless a shorter period is required for legal, security, or operational reasons.

18. Contact us

Questions, concerns, and privacy requests may be sent to:

Modern Trials Inc. — Privacy

226 Guilford Ave.

Haddon Township, New Jersey 08108

United States

Email: info@moderntrials.com

Phone: (833) 587-4257

This Privacy Policy is incorporated by reference into applicable Modern Trials terms and customer agreements.