

Modern Trials Website and Platform Terms

Effective September 12, 2026 | Version 3.0

These Terms and Conditions (“Terms”) govern access to and use of moderntrials.com and its related webpages (the “Site”) and, where no separate written agreement controls, the Trial Recruitment Toolbox™ and related services (“TRT™” or the “Platform”) provided by Modern Trials Inc., a Delaware corporation (“Modern Trials,” “we,” “us,” or “our”). Please read these Terms before using the Site or Platform.

Important agreement. By accessing or using the Site or Platform, you agree to these Terms. If you use them for an organization, you represent that you are authorized to bind that organization, and “you” includes that organization. If you do not agree, do not use the Site or Platform.

Other agreements. A master services agreement, order form, subscription agreement, Business Associate Agreement (“BAA”), data processing addendum, or other written agreement between Modern Trials and your organization may also apply. That agreement controls to the extent it conflicts with these Terms. Version 3.0 supersedes the Modern Trials Terms & Conditions of Service, Version 2.0, effective April 4, 2026, in its entirety.

1. Eligibility and authority

You must be at least 18 years old and legally capable of entering into these Terms. Platform access is limited to authorized users acting for an organization that is entitled to use the Platform. You may not access the Platform on behalf of another person or organization unless you have authority to do so.

2. What Modern Trials provides

The Site provides information about Modern Trials, TRT™, and related clinical-research capabilities, and allows business visitors to request information or a demonstration. The Platform provides software tools that may assist authorized research personnel with protocol extraction, recruitment workflows, candidate communications, screening, scheduling, electronic signatures, document organization, reporting, and related administrative functions.

Features may change as the Site and Platform evolve. Descriptions on the Site are summaries and do not create service levels, warranties, or commitments beyond those stated in an applicable written customer agreement.

3. No medical advice or clinical relationship

Modern Trials is not a healthcare provider, research site, sponsor, contract research organization, institutional review board, or emergency service merely because it provides the Site or Platform. The Site and Platform do not provide medical advice, diagnosis, treatment, emergency assistance, or an independent determination that any person is eligible for or should participate in a clinical trial.

Clinical, eligibility, enrollment, consent, protocol, and regulatory decisions remain the responsibility of the applicable sponsor, research site, investigator, healthcare professional, and other authorized personnel. Trial candidates and participants should direct medical questions to a qualified healthcare professional and should call 911 or the appropriate local emergency service in an emergency.

4. Accounts and authorized use

If you receive a Platform account, you must provide accurate account information; keep your credentials confidential; use reasonable security measures, including multi-factor authentication when available; and promptly notify Modern Trials or your organization if you suspect unauthorized access. You may not share an account or permit another person to use your credentials.

Your organization may administer your account, control permissions, access information associated with its workspace, and suspend or terminate your access. You are responsible for activity performed through your account except to the extent caused by Modern Trials' breach of an applicable obligation.

5. Demo requests and communications

Information submitted through a public contact or demo form must be accurate and may be used to respond to the request, schedule a demonstration, and communicate about Modern Trials' products and services as described in the Privacy Policy. Phone numbers should be provided only if you authorize contact about your request. You may opt out of marketing communications at any time.

Do not submit protected health information, information about a specific trial candidate or participant, or other sensitive personal information through public Site forms. Those forms are intended for business inquiries and are not designed to receive medical information.

6. Customer Data and protected health information

"Customer Data" means information submitted to, stored in, or generated through the Platform by or for a customer, including protocol materials, candidate information, screening responses, communications, notes, dispositions, scheduling information, electronic-signature records, and study documents. As between Modern Trials and the customer, the customer retains its rights in Customer Data. The customer grants Modern Trials the limited rights reasonably necessary to host, process, transmit, protect, support, and otherwise provide the Platform and fulfill applicable agreements.

The customer and authorized users are responsible for having all rights, notices, consents, authorizations, and other lawful bases required to collect and use Customer Data and to instruct Modern Trials to process it. They must use the Platform consistently with applicable protocols, institutional review board requirements, informed-consent materials, customer policies, and law.

Modern Trials acts as a HIPAA Business Associate when it creates, receives, maintains, or transmits protected health information on behalf of a covered entity or another business associate. Protected health information may be submitted to the Platform only after a BAA has been signed and only under the applicable customer agreement. Modern Trials does not use protected health information to

advertise, build marketing profiles, or train general-purpose artificial-intelligence models.

Subject to applicable agreements and law, Modern Trials may use aggregated or de-identified information that does not identify a customer, user, trial candidate, or participant to operate, secure, analyze, and improve its services.

Each customer is responsible for its own compliance with HIPAA and other applicable privacy and security requirements, including minimum-necessary requirements where applicable, permitted uses and disclosures, patient authorization requirements, and breach-notification obligations. Authorized users may access only the records needed for a current, documented, and authorized recruitment purpose and may not use or disclose protected health information outside the applicable BAA, customer agreement, protocol, authorization, or law. You must notify Modern Trials at info@moderntrials.com as soon as possible, and no later than 24 hours after discovery, of actual or suspected unauthorized access to, use of, or disclosure of protected health information involving the Platform, with all reasonably available details. Modern Trials may immediately suspend access reasonably believed to present a privacy, security, or legal risk.

7. Regulatory approvals and informed consent

Before using the Platform for a study, the customer and its authorized users must ensure that the study has received all regulatory and institutional review board approvals required for that study, including approvals required under 45 CFR Part 46 or 21 CFR Part 56 where applicable, and that use of the Platform remains within the scope of those approvals. Modern Trials does not verify study approvals, and the customer is responsible for any use outside their scope.

For an FDA-regulated clinical investigation, the customer and its authorized users are responsible for compliance with applicable FDA requirements, including 21 CFR Parts 11, 50, and 56 where applicable, and for determining whether their configuration and use of electronic records and electronic signatures satisfies those requirements.

The Platform's screening, scheduling, document, and electronic-signature features may support the consent process but do not replace the obligation to obtain and document legally valid informed consent under the applicable protocol, institutional review board approval, and law.

The Platform is offered for use in connection with clinical trials conducted at sites located in the United States. Contact Modern Trials before using the Platform for a site outside the United States or under an international protocol.

8. Artificial intelligence and generated materials

The Platform may use artificial intelligence to extract and organize information from clinical-trial protocols and generate draft scripts or other workflow materials. AI-assisted output may be incomplete, inaccurate, or unsuitable for a particular protocol. It must be reviewed, corrected as needed, and approved by appropriately qualified and authorized personnel before use.

Modern Trials does not make final eligibility, enrollment, consent, clinical, or regulatory decisions. You remain responsible for the accuracy, completeness, approval, and permitted use of materials generated or organized through the Platform and for ensuring that they match the controlling protocol and approved study documents.

9. Communications, scheduling, and electronic signatures

The Platform may facilitate calls, texts, emails, appointment scheduling, reminders, document delivery, and electronic signatures. The customer and authorized users are responsible for the content, timing, recipients, consent, and legal basis for those communications and transactions, including compliance with applicable communication, privacy, research, and electronic-signature requirements.

The Platform records or status indicators do not replace any confirmation, documentation, witness, retention, or other procedure required by a protocol, institutional review board, customer policy, or law. Modern Trials does not guarantee that a particular electronic signature or communication method will satisfy every use case or jurisdiction.

10. Acceptable use

You may use the Site and Platform only for lawful, authorized purposes and in accordance with these Terms and applicable agreements. You may not:

- access an account, workspace, system, or data without authorization, or exceed the scope of your authorization;
- copy, scrape, harvest, or systematically extract Site or Platform content or data except through authorized features;
- reverse engineer, decompile, disassemble, probe, scan, test, or attempt to discover source code, models, prompts, vulnerabilities, or nonpublic components, except to the limited extent such a restriction is prohibited by law;
- circumvent access controls, usage limits, security features, or technical restrictions;
- upload malware or harmful code, interfere with operation, impose an unreasonable load, or use the services to attack another system;
- use the Site or Platform to violate a protocol, privacy right, intellectual-property right, communication rule, export restriction, sanction, or other law;
- call, text, or email any person in violation of the Telephone Consumer Protection Act, the CAN-SPAM Act, or other applicable federal or state communication or consumer-protection law, or without any consent required by the applicable protocol or law;
- submit protected health information to an artificial-intelligence service, analytics tool, integration, or other third party that Modern Trials has not expressly authorized for that use and that is not covered by an active BAA where required;

- submit information you do not have the right to submit, or use the Platform to discriminate unlawfully or make unauthorized clinical decisions;
- misrepresent your identity, affiliation, authority, or the source or accuracy of information;
- resell, sublicense, rent, time-share, or provide the Site or Platform to a third party except as expressly authorized in writing; or
- use Site or Platform content, output, or data to develop or train a competing product or general-purpose artificial-intelligence model without Modern Trials' written permission.

Modern Trials may investigate suspected misuse and may preserve or disclose information when reasonably necessary to protect security, enforce agreements, or comply with law.

11. Intellectual property and limited license

The Site, Platform, software, workflows, interfaces, designs, text, graphics, logos, trademarks, service marks, and other content supplied by Modern Trials, together with all related intellectual-property rights, are owned by or licensed to Modern Trials. Trial Recruitment Toolbox™ and TRT™ are trademarks of Modern Trials Inc. Other names and marks belong to their respective owners.

Subject to these Terms and any applicable written agreement, Modern Trials grants you a limited, nonexclusive, nontransferable, nonsublicensable, revocable right to access and use the Site and, if authorized, the Platform for its intended business purpose. No other rights are granted by implication or otherwise.

12. Feedback

If you voluntarily provide suggestions, ideas, or feedback about the Site or Platform, you grant Modern Trials a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate that feedback without restriction or payment. This does not transfer ownership of Customer Data or confidential information.

13. Third-party services and links

The Site or Platform may link to or interoperate with third-party websites, networks, applications, or services. Modern Trials does not control third-party services and is not responsible for their content, availability, security, or practices. Your use of a third-party service may be governed by separate terms and privacy notices. A link or integration does not imply endorsement unless expressly stated.

14. Fees and subscriptions

Fees, subscription periods, payment terms, renewal, taxes, and cancellation rights are governed by the applicable order form, subscription agreement, or the pricing and terms presented to your organization at the time of purchase. Unless that agreement or applicable law provides otherwise, fees are due according to the stated payment schedule and are non-refundable. Modern Trials may suspend Platform access for an organization whose undisputed balance remains unpaid more than 30 days after its due

date, after written notice to the organization. The Site does not itself create a subscription or an obligation to purchase merely because a visitor requests information or a demonstration.

15. Confidentiality

In connection with the Platform, each party may receive non-public business, technical, security, or other information that a reasonable person would understand to be confidential. The receiving party will protect that information using at least reasonable care, use it only to perform or receive the applicable services, and disclose it only to personnel, contractors, and advisers who need to know it and are bound by appropriate confidentiality obligations.

These obligations do not apply to information that the receiving party can demonstrate: (a) is or becomes public without breach; (b) was already lawfully known without a duty of confidentiality; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of the confidential information. A receiving party may disclose information when required by law or court order if, where legally permitted, it gives prompt notice and reasonable assistance so the disclosing party may seek protection. Protected health information is also governed by the applicable BAA and law.

16. Security, monitoring, and suspension

Modern Trials uses safeguards designed to protect the Site and Platform, but no system can be guaranteed completely secure or uninterrupted. To protect users, data, and systems, Modern Trials may monitor access and activity as permitted by law and applicable agreements.

Modern Trials may restrict or suspend access when it reasonably believes access is unauthorized, creates a security or legal risk, violates these Terms or an applicable agreement, threatens the integrity of the Site or Platform, or is necessary for maintenance or incident response. Where practical, Modern Trials will limit the scope and duration of a suspension and provide notice through the customer organization.

17. Performance information

Performance statistics, case studies, comparisons, estimates, or examples on the Site are provided for informational purposes and reflect the stated data, methods, and conditions. They are not promises or guarantees of future performance. Actual results may vary by protocol, site, personnel, workflow, candidate population, configuration, and other circumstances.

18. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE AND, EXCEPT AS EXPRESSLY PROVIDED IN AN APPLICABLE WRITTEN AGREEMENT, THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE." MODERN TRIALS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, AND ERROR-FREE OR UNINTERRUPTED OPERATION.

MODERN TRIALS DOES NOT WARRANT THAT SITE CONTENT, PLATFORM OUTPUT, AI-ASSISTED MATERIALS, CANDIDATE INFORMATION, COMMUNICATION STATUS, OR THIRD-PARTY INFORMATION IS COMPLETE, ACCURATE, CURRENT, OR SUITABLE FOR A PARTICULAR PURPOSE. NOTHING IN THESE TERMS LIMITS AN EXPRESS WARRANTY THAT MODERN TRIALS PROVIDES IN A SIGNED WRITTEN AGREEMENT.

19. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, MODERN TRIALS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA; OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THE SITE, PLATFORM, OR THESE TERMS, EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SITE, PLATFORM, OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) \$500 OR (B) THE AMOUNT PAID TO MODERN TRIALS FOR THE RELEVANT SERVICE DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

These limitations do not apply to Modern Trials' fraud or willful misconduct; to death or personal injury caused by Modern Trials' negligence; or to Modern Trials' direct obligations under HIPAA as a Business Associate.

Some jurisdictions do not allow certain exclusions or limitations. In those jurisdictions, the exclusions and limitations apply only to the maximum extent permitted by law. Nothing in these Terms excludes liability that cannot lawfully be excluded.

20. Indemnification

To the fullest extent permitted by law, you will defend, indemnify, and hold harmless Modern Trials and its officers, directors, employees, contractors, licensors, and service providers from third-party claims, damages, losses, liabilities, judgments, penalties, costs, and reasonable attorneys' fees arising from or related to: (a) your violation of these Terms or law; (b) your unauthorized or improper use of the Site or Platform; (c) Customer Data or other material you submit, including a claim that you lacked required rights, notices, consents, or authorizations; or (d) your clinical, recruitment, consent, communication, or regulatory decisions. This section does not require indemnification to the extent a claim was caused by Modern Trials' own breach, gross negligence, or willful misconduct. Modern Trials may assume control of the defense of an indemnified claim at your expense, and you will provide reasonable cooperation. You may not settle an indemnified claim in a manner that admits fault by, imposes obligations on, or fails to fully release Modern Trials without Modern Trials' prior written consent.

21. Termination

You may stop using the Site at any time. Subject to the applicable customer agreement, Platform access may be terminated on written notice, and Modern Trials may suspend or terminate access immediately if you breach these Terms, if Modern Trials reasonably believes you have violated HIPAA or other law, if your organization's undisputed account balance is delinquent, or if continued access poses a privacy, security, or legal risk. When access ends, you must stop accessing the Platform and handle protected health information and other Customer Data in accordance with the applicable BAA, customer agreement, and law. Provisions that by their nature should survive will survive, including provisions concerning confidentiality, intellectual property, Customer Data responsibilities, regulatory and HIPAA obligations, disclaimers, limitations of liability, indemnification, dispute terms, and general terms.

22. Governing law and venue

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms, the Site, or the Platform that is not governed by a different written agreement must be brought exclusively in the state or federal courts located in Delaware, and each party consents to their personal jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. CLASS, COLLECTIVE AND REPRESENTATIVE PROCEEDINGS ARE WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.

23. Changes to these Terms

Modern Trials may update these Terms to reflect changes in its services, practices, or legal obligations. The revised Terms will be posted with a new effective date. For a material change affecting active Platform users, Modern Trials will provide at least 14 days' notice by email, through the Platform, or through the customer organization unless a shorter period is required for legal, security, or operational reasons. Continued use after the revised Terms take effect constitutes acceptance to the extent permitted by law.

24. General terms

If any provision of these Terms is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect. Failure to enforce a provision is not a waiver. You may not assign these Terms without Modern Trials' prior written consent; Modern Trials may assign them in connection with a merger, acquisition, reorganization, financing, or sale of assets. Neither party is liable for delay caused by events beyond its reasonable control, except for payment obligations. These Terms do not create third-party beneficiary rights. Nothing in these Terms creates a partnership, joint venture, employment, fiduciary, or agency relationship between the parties.

These Terms, together with the Privacy Policy and any applicable written agreement, are the entire agreement concerning their subject matter and supersede prior website terms concerning that subject matter. Section headings are for convenience only. "Including" means "including without limitation."

Electronic notices and records satisfy any requirement that communications be in writing to the extent permitted by law.

25. Privacy

Modern Trials' [Privacy Policy](#) explains how Modern Trials collects, uses, discloses, retains, and protects personal information. The Privacy Policy is incorporated into these Terms by reference. A BAA or data processing addendum controls to the extent it conflicts with the Privacy Policy or these Terms.

26. Contact

Questions about these Terms may be sent to:

Modern Trials Inc.

226 Guilford Ave.

Haddon Township, New Jersey 08108

United States

Email: info@moderntrials.com

Phone: (833) 587-4257

For HIPAA or privacy inquiries, include "Privacy Request" in the subject line.