

**Terms and Conditions:** The Service is an online information and communications service provided by Clinical Hero, subject to your compliance with the terms and conditions set forth below, including all exhibits hereto and the other information which is available in the registration process and on the Service ("Information") and incorporated by reference in this Agreement. This Agreement consists of the Disclaimer set forth below and the terms and conditions set here, including all exhibits hereto and the Information. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND THE DISCLAIMER SET FORTH ABOVE. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE SERVICE. CLINICAL HERO MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. Software License. By this Agreement, Clinical Hero grants to you, subject to the terms of this Agreement, a non-transferable and non-exclusive license to use any software and documentation, together with all updates, enhancements, modifications, and fixes thereto, which are owned by Clinical Hero and/or its Information Providers and

other licensors (together with the Information Providers, "Licensors").

2. Equipment. You must provide, at your own cost, all telephone and other equipment and services (including where necessary, telephone service and Internet access service) necessary to access the Service.

3. Operating Policies. You agree to comply with the Operating Policies set forth which are the rules that govern user activity in connection with the Service as they may be amended by Clinical Hero from time to time. Clinical Hero may remove any communications and materials that Clinical Hero believes in its sole discretion to violate the Operating Policies; however Clinical Hero does not guarantee that it will remove any or all of such material. Violations of the Operating Policies or other provisions of this Agreement may also result in termination or suspension of the Service.

4. Copyright, Licenses and Idea Submissions. The entire contents of the Service are copyrighted as a collective work under the United States and other copyright laws. Clinical Hero holds the copyright in the collective work. The collective work includes works which are the property of Clinical Hero's Licensors which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Service solely for your own non-commercial use. Any redistribution, retransmission or publication of any material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any

proprietary notices from materials downloaded from the Service. You agree to grant to Clinical Hero a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of the Service (such as chat rooms, discussion boards, forums and other communities) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against Clinical Hero for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

5. Review. CLINICAL HERO RESERVES THE RIGHT, BUT IS NOT OBLIGATED, TO REVIEW ALL COMMUNICATIONS AND MATERIALS POSTED OR UPLOADED TO THE SERVICE AND TO BLOCK OR REMOVE COMMUNICATIONS OR MATERIALS THAT IT DETERMINES TO BE (A) ABUSIVE, DEFAMATORY, OR OBSCENE, (B) FRAUDULENT, DECEPTIVE, OR MISLEADING, (C) IN VIOLATION OF A COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANOTHER, OR (D) OFFENSIVE, OBJECTIONABLE OR OTHERWISE UNACCEPTABLE TO Clinical Hero AT ITS SOLE DISCRETION. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

6. Indemnification. You agree to indemnify, defend and hold

harmless Clinical Hero, its officers, directors, employees, agents, suppliers and Licensors (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your Service account.

7. Third Party Rights. The provisions of paragraphs 5 (Review) and 6 (Indemnification) are for the benefit of Clinical Hero and its officers, directors, employees, agents, suppliers and Licensors. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

8. Term; Termination. This Agreement shall commence upon your accessing the Service and/or completing the registration process. This Agreement may be terminated by Clinical Hero without notice at any time for any reason and may be terminated by you upon notice to Clinical Hero at any time for any reason. The provisions of the Disclaimer set forth above and of paragraphs 4 (Copyright, Licenses and Idea Submission), 5 (Review), 6 (Indemnification), 7 (Third Party Rights) and 9 (Miscellaneous) shall survive any termination of this Agreement.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You agree that any legal action or proceeding between Clinical Hero and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting

in Suffolk County, NY. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises. Clinical Hero's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Clinical Hero may assign its rights and duties under this Agreement to any party at any time without notice to you. Clinical Hero is a registered service mark. Other trademarks and service marks appearing on the Service may be owned by other parties including third parties not affiliated with Clinical Hero.

10. Notice. Clinical Hero may deliver notice to you under this Agreement by means of electronic mail, mobile app, a general notice on the Service, or by written communication delivered by first class U.S. mail to your address on record in Clinical Hero's account information. You may give notice to Clinical Hero at any time via electronic mail to Clinical Hero or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: Clinical Hero, LLC, 375 Carlls Path #82 Deer Park NY 11729

**Operating policies:** These operating policies govern your conduct on the Service. Your failure to comply with these policies may result in suspension or termination of your access to the Service and depending on the circumstances legal action against you. 1. Requirements. You must be an individual at least 18 years of age to register and you must register on the Service under your own name. Please inform Clinical Hero promptly if there is a change in the information you provided to Clinical Hero at the time of registration,

including change of address or name. 2. Account Access. If/when you initially register for the Service, you will be asked to select a User ID and Password. Clinical Hero reserves the right to reject or change any User ID you select for any reason in its sole discretion. 3. As a registered potential research subject, your registered information may be shared with Clinical Hero's partners and recruitment contracts for use in additional research studies for which you register. Contact will be made by electronic mail, text or phone. By agreeing to these terms and conditions you agree to be contacted by Clinical Hero and any of its affiliates for clinical trials.

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