



Terms of Use

Last Update: 1st October, 2020

We welcome you to QuickTrials, a solution for capturing field trial data, operated by RESONANZ Group and its affiliates.

Please, read these Terms of Use (“Terms”, “Agreement”) carefully before using the QuickTrials (the “Service”, “QuickTrials”).

By registering for the Service and clicking “I Accept the Terms of Use” (or similar statement) each user agrees to and is bound by these Terms, including all legal clauses with any respective amendments published on the website <https://www.quicktrials.com/> and represents and warrants that they have the authority to enter into this Agreement and to become bound by these Terms.

These Terms apply to all users of QuickTrials, including, without limitation, users who are registered or otherwise, individual users or the entity on whose behalf you are accepting these Terms and who is afforded all rights and bound by all terms under the Agreement. You represent that you are authorized to accept these Terms and conditions. For users who have not registered, their consent to be bound by these Terms is expressed by the mere act of browsing the <https://www.quicktrials.com/> website. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its users, and its affiliates to these Terms. In that case, the terms “you” or “your” shall also refer to such entity, its Users, and its affiliates, as applicable.

Please, be informed that the official language of these Terms is English. If there are any inconsistencies or conflicts between the English original of these Terms and any foreign language translation, the English version shall prevail.

If you do not agree to be bound by these Terms of Service or you do not understand them, please discontinue using the Service. With these Terms, you have been provided with enough relevant information regarding the Service and its use, which allows you to make your independent choice whether to accept the Terms or not.

Your online registration is considered as a request from you to use the Service, however we reserve the right to deny your request. If we accept your request, we will provide you with access to the Service.

This Agreement sets forth the terms and conditions of User's ("User", "You") use of QuickTrials, provided by RESONANZ Group ("We", "Us", "RG", "Service Operator").

1. Definitions

- 1.1. "API" shall mean the Application Programming Interface (as a set of routines, protocols, and tools for building software applications) and related documentation, data, code, and other materials provided with the API.
- 1.2. "Content" shall mean but it is not limited to URLs, images, videos, audio clips, written posts and comments, information, data, text, web pages, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through QuickTrials.
- 1.3. "Cookie" shall mean a string of data our system sends to a user's computers and then uses to identify user's computer when they return to QuickTrials.
- 1.4. "Intellectual Property Rights" shall mean all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for).
- 1.5. "Personal data", "Personal information" shall mean any information that identifies an individual user or that could be used to contact or locate the user.
- 1.6. "Service", "QuickTrials" shall mean the QuickTrials website and collaboration platform enabled by RESONANZ Group. The Service includes such features as are set forth on <https://www.quicktrials.com/> website, as we may change such features from time to time, in our sole discretion.
- 1.7. "User", "You" shall mean all persons using the Service for all types of usage of the QuickTrials Service and/or website. It refers to both a registrant of this Service and visitors of the website.
- 1.8. "Website" shall mean a set of related webpages containing pictures, video, texts and/or other digital resources available under Uniform Resource Locator (URL) in an IP based network.
- 1.9. "We", "us", the "Service Operator" shall mean RESONANZ Group GmbH, Wachlenstrasse 5, 8832 Wollerau, Switzerland (contact e-mail: info@resonanzgroup.com or as amended from time to time on the Website).

2. Description of Service

- 2.1. QuickTrials is a software Service designed to help users to collect trial data. Our Service is a neutral venue. We shall not be held liable for user's data, transactions, interactions and information. We are not liable for the consequences of you disclosing your personal information to others. This Service includes interactive features that allow users to communicate with us and each other. You agree that, because of the limited nature of such communication, any guidance you may receive can be incomplete or even misleading. Therefore, any assistance you may receive using any our Service's interactive features or support does not constitute specific advice and should not be relied upon without further competent independent confirmation. Nothing on our Service constitutes legal, financial or any other type of professional advice on our part.

3. Users and Account Administration

- 3.1. While some features of QuickTrials may be available to unregistered users, for broader access to QuickTrials you must register with QuickTrials by creating an account. Upon registration you will be providing us with your personal data.
- 3.2. By having an account in QuickTrials, you acknowledge that you meet our requirements for creating an account. You may not open an alternative account if your current account is suspended, shifted outside of QuickTrials, or terminated for any reason. You may not sell, trade, or transfer an account to another person. If an account violates these conditions, the account will be terminated immediately.
- 3.3. You shall be liable for the acts of each third party that has access or uses QuickTrials based on your membership. We shall be entitled to consider that the use of your user name and/or password is conclusive evidence that you have accessed or used the Service based on your membership.
- 3.4. Misleading or false information that you provide about yourself may lead to termination of your account by us.
- 3.5. Minors are not allowed to register for the Service. You must be at the age of 18 (i.e. the legal age at your territory) or older in order to register for the Service.

4. Provision and Use of Service

- 4.1. We shall not be responsible for the purchase and/or correct functioning of your infrastructure or that of third parties.
- 4.2. Except where agreed otherwise in writing, you shall be responsible for the use of the Service.
- 4.3. We are dedicated to providing optimal Service support and we shall process all substantiated requests for support within a reasonable period of time. We cannot guarantee the accuracy, completeness or timeliness of responses or support provided. Support shall be provided on working days during our standard business hours in Switzerland.
- 4.4. We shall not be obliged to carry out data conversion.
- 4.5. We may continue to provide the Service using a new or amended version of the software. We shall not be obliged to maintain, change or add certain features or functionalities of the service or the software specifically for the users.
- 4.6. We may temporarily suspend the Service in full or in part for the purpose of carrying out preventive, corrective or adaptive maintenance.
- 4.7. You agree to receive notifications from us, in order to be supplied with information regarding products and services, related to QuickTrials. By accepting these Terms, you declare your consent to receive such messages. You can unsubscribe from any non-essential messages at any time. For more information, please check our Privacy Policy.
- 4.8. All hardware, software and items used by us in providing the service shall remain our property or intellectual property, even if you pay a fee.
- 4.9. Nothing in this agreement shall be construed to as to grant by implication or otherwise any license or permission to you to receive, change, modify or use the source code of the software used for the Service.
- 4.10. By using QuickTrials you understand and agree that we, as an agent on your behalf, may access Content from third party websites and services so that it is available to you through QuickTrials, and you give RESONANZ Group explicit permission to do so.
- 4.11. We do not guarantee that the software used for the Service is free of defects and shall operate without interruptions.
- 4.12. You acknowledge that we do not control the transfer of data over communications facilities, including the internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

- 4.13. We shall not be responsible for the content submitted by you through your use of the Service.
- 4.14. The Service may enable you to access links to QuickTrials websites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. We are not responsible for any third party websites or third party content provided on or through the Service and you shall bear all risks associated with the access and use of such websites and third party content, products and services.

5. Fees and Payment

- 5.1. You acknowledge that we may charge a fee for the use of any Service, provided that we notify you of any such fee that applies, and you provide your consent, before you incur it. If you do not provide your consent, you may lose the ability to use and/or you may not be granted to rights to use the affected portion of the Service. Subject to the foregoing, you agree to pay any fees incurred by you.
- 5.2. To the extent you use a Service plan that is made available for a fee, you will be required to select a payment plan and provide accurate information regarding your payment card or other payment instrument. You will promptly update your account information with any changes in your payment information. You agree to pay us in accordance with the terms set forth on the Website and these Terms, and you authorize us or our third-party payment processors to bill your payment instrument in advance on a periodic basis in accordance with such terms.
- 5.3. If you purchase any services that we offer for a fee, either on a one-time or subscription basis, you agree to RESONANZ Group storing your payment card information.
- 5.4. If any amount owed by you to us under these Terms for the Service is overdue, we may suspend or terminate your use of the Service until you have paid such amounts in full.
- 5.5. If you dispute any charges you must let us know within sixty (60) days after the date that we invoice you. All amounts paid are non-refundable and we reserve the right to change our prices in the future.
- 5.6. Your obligation to pay fees continues through the end of the subscription period during which you can cancel your subscription. Subscription periods can be monthly or annual as chosen by you at the time of purchase.

6. Restrictions on use

- 6.1. You shall use the Service only for purposes that are allowed by this agreement and any applicable legislation.
- 6.2. You shall not to use or permit use of the Service, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may:
 - 6.2.1. stalk, menace or harass any person or cause damage or injury to any person or property,
 - 6.2.2. violate privacy rights or promote bigotry, racism, hatred or harm,
 - 6.2.3. constitute an infringement of intellectual property or other proprietary rights, or
 - 6.2.4. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service, including using any device or software;
 - 6.2.5. modify, adapt, or hack the Service, including by using any non-public APIs, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.
 - 6.2.6. otherwise, intentionally or unintentionally violate any applicable national or international law in connection with your use of the Service, including, but not limited to, any data, privacy, or export control laws, or regulations, any rules of any national or other securities exchange, including, without limitation.
- 6.3. We reserve the right to remove any content posted by you or other users on our sole discretion for reasons including but not limited to the above. In addition to any other rights that we have under the agreement, we reserve the right to terminate the account immediately in case you publish any material that violates the foregoing restrictions. We shall have no liability to you in the event that we take such action.
- 6.4. We shall not be obliged to monitor the content of the Service and we shall not be liable for any material that you may disagree or find objectionable.
- 6.5. You may not monitor, data-mine, or copy our web pages or any content within QuickTrials, nor collect, archive, trade or sell any personal data or communications about other users.
- 6.6. The use of any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of QuickTrials, is not permitted.

- 6.7. You agree to only use the Service for personal or internal business purposes, and not for any unintended use of the Service. You agree not to reproduce, duplicate, copy, sell, trade, resell, frame, or exploit for any commercial purposes, any portion of the Service's websites.
- 6.8. You may not use the Service in a way that harms our reputation.

7. Confidentiality

- 7.1. You cannot use or disclose any confidential information relating to our business, users, operations and properties for any purpose without our express prior written authorization. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of our confidential information.

8. Disclaimer of Warranties

- 8.1. We shall provide the Service on as-is basis. We hereby disclaim with respect to all services, support or other deliverables provided under the Service, all express and implied warranties, including any implied warranties of merchantability, title, accuracy, quality, integration, non-infringement, freedom from defects or that defects will be corrected, or fitness for a particular purpose. We do not warrant that the Service shall operate without interruption or be error free.

9. Limitation of liability

- 9.1. In no event shall we, our affiliates nor any of their respective directors, employees, contractors, agents, partners, suppliers, representatives or content providers, be liable under contract, strict liability, negligence or any other legal or equitable theory with respect to the Service
 - 9.1.1. for any lost profits, data loss, cost of procurement of substitute goods or services, or special, direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising); or
 - 9.1.2. for any bugs, viruses, trojan horses, or the like (regardless of the source of origination).
- 9.2. Notwithstanding the foregoing, under no circumstances shall our total aggregate liability exceed any damages in excess of the greater of either the

fees paid by you for 12 months preceding the event giving rise to your claim or, if no fees apply, two hundred (200) EUR.

- 9.3. The provisions of this article and all other restrictions and exclusions of liability referred to in these Terms shall also apply in favor of all persons that we engage to execute the agreement.

10. Processing of Personal Data

- 10.1. RESONANZ Group takes all measures to protect the privacy and personal data of the user in accordance with the applicable laws. For security reasons of user's personal data, QuickTrials will send data only to the e-mail address that was provided by you. We have published and announced on the Website our Privacy Policy, available at <https://quicktrials.com/privacy/>, which also includes information about the use of cookies. By accepting these Terms, you agree to be bound by the Privacy Policy, which is incorporated here by reference. You agree that RESONANZ Group is entitled to process your personal data in accordance with the Privacy Policy and these Terms.
- 10.2. The user shall guarantee that all of the requirements in respect of the lawful processing of personal data input by the user in the Platform are met. Full responsibility for the data processed through the use of the Service by the user shall rest with the user. You shall guarantee us that the data is not illegal and does not infringe the rights of third parties. You shall indemnify RESONANZ Group against claims by third parties, of whatever nature, in relation to the processing of this data.

11. Intellectual property rights

- 11.1. All Intellectual Property Rights to the software, websites, data files, designs, user interfaces, documentation, reports, and related preliminary material developed or made available to you on the basis of these Terms, excluding your Content, shall remain exclusively vested in us, our licensors or our own providers. You shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to you shall be non-exclusive, non-transferable to third parties and non-sub-licensable.
- 11.2. You shall not be permitted to remove or amend any details in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files or materials.

- 11.3. We reserve the right to install technical provisions for the purpose of protecting the software, hardware, data files, websites and similar in relation to an agreed restriction on the content or the term of the right to use these objects. You shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.

11.4. **Your Content**

- 11.4.1. All Content added, created, uploaded, curated, submitted, distributed, or posted to QuickTrials by you, whether publicly posted or privately transmitted (collectively "User Content"), is the sole responsibility of you (the user who originated it).
- 11.4.2. You agree that all Content accessed by you using QuickTrials is at your own risk and you will be solely responsible for any resulting damage or loss to you or any other party.
- 11.4.3. You grant each authorized user of your account of QuickTrials a non-exclusive license to access, use, download, store, transmit, display and print your user Content through the Service.
- 11.4.4. You represent and warrant that you have all rights to grant such licenses without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- 11.4.5. We do not endorse, support, or ensure the accuracy, truthfulness, or reliability of any user Content posted on QuickTrials, nor do we endorse opinions expressed in the QuickTrials.
- 11.4.6. You shall be liable for the content created, managed and made accessible on QuickTrials by you in the course of use of the Service. We shall not be liable in respect of the content created, managed or made accessible by you and the way it is used.

11.5. **Our Content**

- 11.5.1. The Service contains Content specifically provided by us or other content providers and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through QuickTrials.
- 11.5.2. Subject to these Terms, we grant each user of QuickTrials a limited, worldwide, non-exclusive, non-sublicensable and non-transferable

license to use, download, store, display and print the Content solely for the purpose of using the Service. Without limiting the foregoing, you may not duplicate, copy, or reuse any portion of the source code (client side or server side) or visual design elements of the Service without express written permission from us.

- 11.5.3. We or third party services may place additional limits on your ability to download, store, display and print the Content.
- 11.5.4. You shall not be allowed to use the QuickTrials name or logo for any purpose, event or promotion without our express written consent.

11.6. **Applications**

- 11.6.1. We may offer software applications, plugins, etc. (“Applications”) that you can download and use. With respect to those downloaded Applications, the following additional terms apply.
- 11.6.2. Subject to your compliance with the terms and conditions of these Terms, we grant to you a limited, non-exclusive, non-transferable license, without the right to sublicense, to download and install our Applications on devices that you own and control and run such copy(ies) of our Applications solely for your personal use. We reserve all rights, including any copyright and patent rights, in our Applications not expressly granted to you in these Terms.
- 11.6.3. You shall not:
 - 11.6.3.1. copy or modify our Applications, including, but not limited to adding new features or otherwise making adaptations that alter the functioning of the Applications;
 - 11.6.3.2. transfer, sell, rent, lease, distribute, sublicense or otherwise assign any rights to, or any portion of our Applications to any third party; or
- 11.6.4. We are not obligated to maintain or support our Applications, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to the Applications, and may automatically update or upgrade the version of the Applications that you are using. You consent to such automatic updating or upgrading of our Applications, including on your mobile device, and agree that the terms and conditions of these Terms will apply to all such updates or upgrades.

12. API

- 12.1. We may make available, in our sole discretion, an Application Programming Interface and related documentation, data, code, and other materials provided with the API (collectively "API") through our developer site. Your use of the API is subject to these Terms, as well as the following:
- 12.2. We reserve the right to terminate or suspend your usage of the API at any time for any reason, including without limitation if we detect use of the API that we, in our sole discretion, determine to be abusive or harmful to the Service. Moreover, from time to time we may modify the API. Please be aware that such modifications may result in the API being incompatible with your system. We are not responsible with any compatibility issues resulting from the modification, if any, of the API.
- 12.3. You are solely responsible for any misuse that may result from the sharing, whether intentional, inadvertent, or otherwise, of your API authentication token.

13. Modification to the Terms

- 13.1. We may modify this Agreement at our sole discretion. The date of the last update is at the top of this page. If you do not agree to the changes, you can terminate this Agreement without penalty and discontinue the use of the Service. You agree that all statements of RESONANZ Group in connection with the amendment of these Terms, shall be sent to your e-mail or by posting on this page, and either way of communication shall be considered proper notification.

14. Termination

- 14.1. These Terms will continue in full effect unless and until your account or these Terms are terminated as described herein. Service plans that are paid monthly will automatically renew for additional months, and Service plans that are paid annually will automatically renew for additional years. You have the right to deactivate your account at any time by using the account deactivation interface.
- 14.2. You may terminate your account at any time without cause, penalty or explanation.
- 14.3. We reserve the right to deactivate and delete your account (or the access privileges of any User) and terminate these Terms at any time for any reason, or no reason, with or without notice. Without limiting the foregoing, we may, in our sole discretion, publish policies whereby we delete your account for prolonged inactivity. Upon any termination of these Terms, we will have no

obligation to maintain or provide your Content. If your team's account is deleted, we will delete or destroy all copies of your Content in our possession or control, in a reasonably expedient way, unless legally prohibited.

- 14.4. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and other provisions of these terms and conditions shall continue after termination of Your account. We will not be liable to you or any third-party for the termination of your member account. If your account is terminated, you may not reenter QuickTrials without our express permission.

15. Indemnification

- 15.1. You hereby agree to indemnify, defend and hold us, including our employees, directors, agents and consultants, harmless against any damages, actions, losses, costs, charges, expenses, proceedings and claims, including attorneys' fees, brought upon us by a third party arising or resulting from your use of the Service provided, in case of your breach of this Agreement, or your violation of any law, including but not limited to (a) intellectual property claims; (b) data protection claims. Nothing in this Agreement shall be deemed to exclude or limit your liability in respect of any indemnity given by you under this Agreement.
- 15.2. Where a case of infringe Third Party intellectual property rights arises from your actions, you shall, at your own expense, resolve the issue by either obtaining a license, or a right of use, or remove from QuickTrials any copyrighted materials
- 15.3. We reserve the right to conduct the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matters.

16. Applicable law

- 16.1. The agreement shall be governed by the laws of Switzerland without reference to conflict of laws principles. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded. Any dispute that may arise in relation to this Agreement shall fall under the jurisdiction of Switzerland and shall be resolved within that jurisdiction. Any private international law dispute between the Parties in relation with this Agreement shall be submitted exclusively to the jurisdiction of the competent Swiss Court.

17. Force Majeure

- 17.1. We shall not be obliged to meet any obligations under these Terms if we are prevented from doing so as a result of force majeure. Force majeure shall include events and occurrences for reasons beyond our control such as but not limited to fire, flood, earthquake, war, strikes and lock outs, inability to obtain raw materials, any unpredictable service provision problem and any other unforeseeable and/or unavoidable event.

18. Severability

- 18.1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

19. General

- 19.1. Communications. You agree that we can communicate with you electronically, via SMS, push notifications, email or phone calls. All electronic communications shall have the same legal force as if they were in paper form.
- 19.2. You agree that we may display your company logo in our list of customers on our website
- 19.3. Relationship of the Parties. You and us are in an independent contractor relationship with respect to each other. That means that there is no partnership, joint venture, employer/employee or any similar arrangement.
- 19.4. Hyperlinks. Linking to our Service is allowed, however, it must always be done in a way that does not adversely affect our business or implies some form of association when there is none.
- 19.5. Assignment. We have the right, at our sole discretion, to assign or subcontract our rights or obligations outlined in these Terms.
- 19.6. Waiver. Our failure to exercise any of our rights under these Terms shall not be considered a waiver to exercise them in other instances. No waiver shall be effective unless it is in writing signed by us.