

TRIAL DECK

EULA V3.0 – APRIL 2025

Before accessing or using the Trial Deck platform (“Trial Deck”), all users should carefully read the terms and conditions of this End User Licence Agreement (“EULA”).

1 Section 1: Acceptance of Terms

1.1 Legal Entity

This EULA is a legal agreement between each user of Trial Deck (“**User**” or “**you**”) and **Global Initiative Limited**, a private limited company incorporated and registered in England and Wales with company number 03806415 whose registered office is at 33-35 George Street, Oxford, Oxfordshire, UK, OX1 2AY (“**Global Initiative**”, “**we**” or “**our**”).

1.2 Licence and Acceptance of Terms

Under this EULA, Global Initiative licences Users to access and use Trial Deck, together with any documents that Global Initiative makes available to Users which describe Trial Deck and the user instructions for Trial Deck (“**Documents**”) on the terms set out below. Global Initiative does not sell Trial Deck to Users and remains the owner of Trial Deck and all intellectual property rights and other proprietary rights in Trial Deck at all times.

By creating an account, or by accessing or using Trial Deck, each User agrees to be legally bound by the terms of this EULA. If a User does not agree to the terms of this EULA, they are not permitted to use Trial Deck.

By agreeing to this EULA, Users represent that they have the legal capacity to enter into this agreement. This means that Users are of sufficient age and mental capacity to be legally bound by these terms or, if the User is representing an entity or organization, that they have the authority to bind such entity to these terms.

Certain services, including the study matching service, may be subject to exceptions for specific studies, as detailed in addendums to this EULA. Users and participants in designated studies should refer to these addendums for detailed information on services and terms applicable to their participation.

2 Section 2: Platform Overview

2.1 Introduction to Trial Deck

Trial Deck is a digital platform designed to facilitate and streamline the process of conducting randomized controlled trials. Our primary objective is to provide a user-friendly interface where researchers can manage trials, supporters can guide participants, and participants can engage with research studies that may match their profiles.

2.2 Scope of Services

The services offered through Trial Deck include, but are not limited to:

Researcher Services: Tools for creating, managing, and analysing randomized controlled trials and digital interventions;

Supporter Services: Tools for monitoring and supporting participants in a trial or digital intervention, including chat and call logs;

Participant Services: A system for participants to register, provide essential information, and participate in studies, which may include a digital intervention or not, as well as future matching to studies that would match their profile.

Note: Some studies, including their services and data use, may have specific exceptions outlined in applicable addendums to this EULA.

Our platform is dedicated to supporting a wide range of research studies, with a focus on digital health and behaviour change management.

2.3 User Interaction

Users interact with Trial Deck in various ways:

- Researchers utilize the platform to set up and manage their trials and digital interventions, access participant data (in compliance with privacy standards), monitor progress throughout the study, and analyse trial outcomes.
- Supporters are equipped with tools to monitor and assist participants, ensuring they have the guidance and support needed throughout the course of a trial or digital intervention.
- Participants engage by registering on the platform, providing necessary information, and joining trials that align with their profiles.

Note: Some studies, including their services and data use, may have specific exceptions outlined in applicable addendums to this EULA.

2.4 Use of Trial Deck

It is important to note that Trial Deck is a facilitative platform and does not directly conduct research studies. Trial Deck can be used to connect participants with research opportunities and assist researchers in planning, designing, rolling out, and monitoring their studies. The specific terms and conditions of participating in any research study are governed by separate agreements with the researchers conducting the study. All parties agree that no liability for the outcomes of the study, whether positive or negative, are attributable to the platform itself or to Global Initiative.

3 Section 3: Grant and Scope of Licence

3.1 The Licence

In exchange for your agreement to comply with the terms of this EULA, we grant to you a non-exclusive, non-transferable licence, without the right to grant sub-licences, to access and use Trial Deck and the Documents on the terms of this EULA.

3.2 Restrictions on the Licence

As a condition of the above licence you undertake:

- Not to attempt to or copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Trial Deck and/or the Documents (as applicable) in any form or media or by any means;
- Not to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Trial Deck;
- Not to access all or any part of Trial Deck and/or the Documents in order to build a product or service which competes with Trial Deck and/or the Documents;
- Not to attempt to obtain, or assist third parties in obtaining, access to Trial Deck and/or the Documents, other than as provided under this EULA;
- Not to introduce, or permit the introduction of, any virus into Global Initiative's network and information systems; and
- To use all reasonable endeavours to prevent any unauthorised access to, or use of, Trial Deck and/or the Documents and, in the event of any such unauthorised access or use, you shall promptly notify Global Initiative.

3.3 Restrictions on Data Use

The data available on Trial Deck, including but not limited to participant information, research outcomes, and user-generated content, is subject to the following use restrictions:

Research Purposes Only: Data obtained through Trial Deck must be used solely for legitimate research purposes. Researchers agree to use the data in accordance with the scope of their study as approved by an ethics committee or institutional review board. Any deviation from the approved use of data requires prior written consent from Global Initiative and, if applicable, from the participants whose data will be affected.

No Unauthorized Sharing: Sharing data obtained from Trial Deck with third parties not involved in the approved research study is strictly prohibited unless the User has obtained explicit consent from Global Initiative and, where required, from the participants. This includes, but is not limited to, selling data, using data for commercial purposes, or sharing data publicly without de-identification.

Data Protection Compliance: All Users, especially researchers, must comply with applicable data protection and privacy laws when handling personal data. This includes ensuring adequate safeguards when processing, storing, and transferring data to protect against unauthorized access, disclosure, alteration, and destruction.

Intellectual Property Rights: Users must respect the intellectual property rights of Global Initiative and third parties. This includes adhering to licensing agreements for any third-party tools, patient outcome measures, videos, images, or content used within the research study.

Prohibited Uses: Users are prohibited from using data obtained from Trial Deck in a manner that:

- Violates ethical standards for research;
- Harms, discriminates against, or harasses individuals or groups; or
- Contravenes any legal or regulatory requirements.

3.4 Enforcement and Compliance

Global Initiative reserves the right to monitor and audit use of the platform data to ensure compliance with these limitations. Violations of the use restrictions may result in disciplinary action, including suspension or termination of access to the platform, legal action, and reporting to relevant authorities or ethical boards.

4 Section 4: User Registration and Accounts

4.1 Eligibility

To use Trial Deck, individuals must meet certain criteria to ensure eligibility. Users must be of legal age to consent to participation in research studies as defined by their local jurisdiction. Additionally, researchers and supporters must be affiliated with or invited to register by a recognised institution or organisation and possess the necessary qualifications or training to conduct or support research studies.

4.2 Account Creation

Researchers and Supporters: Must provide proof of affiliation with a recognised research institution or organisation and agree to use Trial Deck solely for legitimate research purposes. This may be by direct invitation or moderation.

Participants: Are required to register by creating an account, which includes providing accurate and current personal information. This may include, but is not limited to, name, contact information, and relevant health or demographic data that assists in matching with suitable studies.

Individual studies will ensure all the data collected meets the GDPR and data governance practices in place, including the use of their own privacy statements and terms of use.

Note: Some studies, including their services and data use, may have specific exceptions outlined in applicable addendums to this EULA.

4.3 Account Responsibilities

All Users are responsible for maintaining the confidentiality of their account details, including passwords, and for all activities that occur under their account. Users must immediately notify Global Initiative of any unauthorised use of their account or any other breach of security. Global Initiative will not be liable for any loss or damage arising from failure to comply with this section.

4.4 User Conduct

Users agree to conduct themselves in a manner that is respectful and not to misuse the platform. This includes refraining from uploading harmful content, infringing on others' privacy, or engaging in behaviour that could be considered harassing, discriminatory, or otherwise inappropriate.

4.5 Account Termination

Global Initiative reserves the right to suspend or terminate accounts at its discretion for any breach of the EULA, illegal activities, or conduct deemed harmful to the platform or its Users. Users may also choose to deactivate their account at any time for personal reasons.

5 Section 5: Privacy and Data Protection

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use Trial Deck and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Notice at <https://www.trial-deck.com/legal-docs/privacy-policy> and our Cookies Notice at <https://www.trial-deck.com/legal-docs/eula> and it is important that you read that information.

6 Section 6: Consent for Participation in Research

6.1 Informed Consent Process

Global Initiative is committed to upholding the highest ethical standards in all research activities facilitated through our platform. Participation in any research study available on Trial Deck requires explicit, informed consent from participants. Before joining a study, participants will be provided with detailed information about the study's purpose, procedures, potential risks, benefits, and their rights as participants. This information is designed to help participants make an informed decision about their involvement.

6.2 Providing Consent

Consent must be given freely and without coercion, indicating the participant's voluntary agreement to participate in the study after understanding its scope and nature. Consent is obtained through a clear, accessible process, typically involving the completion of a consent form or digital agreement. This process ensures that consent is informed, specific, and documented.

6.3 Withdrawal of Consent

Participants have the right to withdraw their consent and discontinue participation in a research study at any time, without penalty or loss of benefits to which they are otherwise entitled. Withdrawal from a study will not affect the participant's ability to use Trial Deck or participate in future studies. Instructions for withdrawing consent will be clearly provided to participants at the outset of each study and available through the platform for reference. If at any stage this process is hindered or opaque, please contact the DPO at Global Initiative.

6.4 Use of Data in Research

Upon providing consent, participants agree to the use of their pseudonymised and some identifiable data for the specific research study. This includes the collection, analysis, and, where applicable, sharing of data with authorised researchers and institutions for the purpose of the study. Global Initiative ensures that all data used in research complies with relevant data protection laws and ethical guidelines, safeguarding participants' privacy and rights.

6.5 Consent for Future Contact

Global Initiative may ask participants for their consent to be contacted in the future regarding potential participation in new studies. This consent is separate from participation in current studies and can be managed or withdrawn by the participant at any time through the DPO address in Section 3.

Note: Some studies, including their services and data use, may have specific exceptions outlined in applicable addendums to this EULA.

7 Section 7: Invitation to Future Studies

7.1 Overview

Global Initiative is dedicated to advancing research by connecting participants with studies that match their interests and profiles. To facilitate this, we offer Users the option to receive invitations to future studies that may be of interest to them.

For studies with specific exclusions from the invitation to future studies, please refer to the relevant addendums to this EULA for detailed terms.

7.2 Opt-In Mechanism

Participation in any future studies is entirely voluntary. Initially, Users will be invited by email manually should their profile match the study. They will be offered an opt-out / unsubscribe in this email. In future, Users have the option to opt-in to receive notifications about upcoming research opportunities. This opt-in mechanism is designed to respect user preferences and ensure that only those who express explicit interest receive such communications.

7.3 Setting Preferences

Users can manage their preferences for receiving invitations to future studies through their Trial Deck account settings, from Spring 2024. Here, Users can easily opt-in by selecting the appropriate option to indicate their willingness to be contacted for future research opportunities. Similarly, Users can opt-out or adjust their preferences at any time, providing them with full control over their participation.

7.4 Consent and Privacy

Choosing to opt-in for future study invitations requires consent to use the User's data to match them with suitable research studies. This consent can be withdrawn at any time, and Global Initiative will cease to use the User's information for this purpose. All User data will continue to be treated with strict confidentiality and in accordance with our Privacy Policy and data protection laws.

7.5 Notification Process

Users who opt-in will receive notifications about studies through their chosen communication method(s), such as email or platform notifications. Each invitation will include information about the study, including its purpose, duration, and how to express interest or participate. Users can decide on a case-by-case basis whether to engage with each opportunity without any obligation.

8 Section 8: No Liability Clause

8.1 Research-Related Impacts

Trial Deck facilitates the connection between participants and researchers for the purpose of conducting research studies. It is important for Users to understand that Trial Deck does not conduct these studies directly and, therefore, cannot be held liable for any impacts, outcomes, or side effects resulting from participation in any research study accessed through the platform. Participation in any study is voluntary, and all Users are encouraged to review the specific terms and conditions of each study, including potential risks, before consenting to participate.

8.2 User Responsibilities

Users are responsible for their engagement with Trial Deck and participation in research studies. This includes making informed decisions about participation based on the information provided by researchers and adhering to the terms of use and conduct expected on Trial Deck. Users assume all risks associated with the use of the platform and any research study participation.

8.3 Limitation of Liability

To the fullest extent permitted by law, Global Initiative disclaims all liability for any loss or damage of any kind arising from the use of Trial Deck or participation in any research studies facilitated by the platform. This includes, but is not limited to, any claims, damages, legal fees, costs, and expenses resulting from or related to the use of Trial Deck or participation in studies.

8.4 Acknowledgement

By using Trial Deck, Users acknowledge and agree to this no liability clause, understanding the limits of Global Initiative's responsibility regarding the platform and any research studies accessed through it.

9 Section 9: Platform Usage Terms

9.1 Acceptable Use Policy

Global Initiative is committed to maintaining a positive, ethical, and secure environment for both researchers and participants. To support this commitment, all Users must adhere to the following acceptable use guidelines:

Respect for Privacy: Uphold the privacy and confidentiality of information and personal data of participants and researchers alike. Only access or use information as explicitly permitted by the platform's terms and research protocols.

Ethical Conduct: Engage in ethical conduct at all times, respecting the rights, dignity, and consent of all participants involved in research studies.

Compliance with Laws: Ensure that all activities conducted on the platform comply with applicable laws, regulations, and ethical guidelines relevant to the User's jurisdiction and the nature of the research.

9.2 Prohibited Activities

To protect all Users and maintain the integrity of the platform, the following activities are strictly prohibited on Trial Deck:

Misuse of Personal Data: Accessing, collecting, or sharing participants' personal data without proper consent or in violation of privacy laws and platform policies.

Impersonation: Misrepresenting one's identity or affiliation with any person or entity, or impersonating any person or entity in any manner.

Harassment and Abuse: Engaging in any form of harassment, bullying, or abuse towards other Users, including participants, researchers, or supporters.

Illegal Activities: Using the platform to conduct, promote, or facilitate illegal activities or research not approved by an appropriate ethics review board.

Malicious Activities: Introducing malware, viruses, or any other malicious code intended to disrupt, damage, or limit the functionality of any computer software, hardware, or telecommunications equipment.

Unauthorized Access: Attempting to gain unauthorized access to the platform's systems, User accounts, or data not intended for the User's access.

Spamming: Sending unsolicited messages or communications, including for commercial purposes, without consent.

9.3 Enforcement and Consequences

Violation of these platform usage terms may result in immediate suspension or termination of the User's account, legal action, and reporting to relevant authorities, as applicable. Global Initiative reserves the right to take necessary measures to enforce these terms and protect its community.

9.4 User Cooperation

Users are encouraged to report any observed violations of these usage terms to Global Initiative's support team. Cooperation from our Users is vital in maintaining a safe and compliant platform for everyone.

10 Section 10: Modification of EULA or the Trial Deck Services

10.1 Right to Modify the EULA

Global Initiative reserves the right, at its discretion, to modify, alter or otherwise update this EULA at any time. Such modifications may reflect changes in legal regulations, enhancements to User experience or adjustments in our platform operations and services. We are committed to ensuring that our EULA accurately reflects our practices and the law.

10.2 Right to Modify Trial Deck

Trial Deck is continuously evolving, with regular updates and enhancements made to improve the platform and its services for Users. Such changes to Trial Deck might include updates, modifications or discontinuation (whether temporarily or permanently) of any features or services of Trial Deck, a digital intervention or study, or any service to which it connects.

10.3 User Feedback

We value user feedback as an integral part of our development process. Prior to implementing significant changes that could affect the user experience, Global Initiative may seek input and feedback from our user community. This may be conducted through surveys, user forums, or beta testing of new features and services.

10.4 Adjustments Based on Feedback

Based on the feedback received, Global Initiative reserves the right to adjust or revise planned changes to the services provided through Trial Deck. Our goal is to ensure that Trial Deck continues to meet the needs and expectations of our Users, and we believe that engaging with our community is essential in achieving this.

10.5 Reporting Feedback as a User Obligation

As part of their commitment to enhancing Trial Deck and contributing to a collaborative research environment, all Users are expected to actively participate in the feedback process. This obligation involves reporting observations, suggestions, and experiences related to the functionality, usability, and accessibility of Trial Deck. By agreeing to the terms of this EULA, all Users acknowledge that providing timely and constructive feedback is incumbent upon them and forms an obligation on them under this EULA. Such feedback is invaluable in improving the outcomes of studies on our platforms, as well as identifying areas for improvement, addressing user needs, and fostering innovation. Global Initiative relies on this collaborative feedback mechanism to make informed decisions about making enhancements to Trial Deck and to ensure that Trial Deck continues to meet the evolving needs of its diverse user base. Users are encouraged to share their insights and feedback through the designated channels provided by Trial Deck, contributing to Trial Deck's ongoing development and success.

10.6 Notification of Changes

We understand the importance of keeping Users informed about changes to Trial Deck or to this EULA and will provide notice to Users of any significant changes in the following ways:

- **Platform Notifications:** Users may receive notifications of changes through the platform interface, alerting them to updates at their next login.
- **Email Communications:** For substantial modifications, Global Initiative will send an email to the address associated with the User's account, detailing the nature of the changes and the effective date.
- **Publication on Website:** The updated EULA will be published on the Trial Deck website, along with a summary of the changes and the date they will take effect.

10.7 User Acceptance of Changes

Continued use of Trial Deck and the Documents after the effective date of such changes shall constitute User acceptance of the updated EULA. If a User does not agree to the modified terms, they must immediately stop accessing and using Trial Deck when they receive notice of the changes. Users are encouraged to review the EULA periodically to stay informed of their rights and responsibilities.

10.8 Historical Versions

Global Initiative will maintain historical versions of the EULA on the Trial Deck website, allowing Users to review prior versions of the agreement for their reference.

11 Section 11: Contact Information

11.1 User Support

Global Initiative is committed to providing exceptional support to all our Users.

For Researcher assistance: please email our support team at enquiries@trial-deck.com, and we aim to respond to all inquiries within 3 working days.

For Supporter and Participant assistance: please contact your study or research team directly.

11.2 Inquiries and Feedback

We value your feedback and are always looking to improve the Trial Deck experience. For feedback, suggestions, or general inquiries about the platform:

Feedback and General Inquiries: Please reach out directly via email at enquiries@trial-deck.com.

11.3 Reporting Issues

If you encounter any problems or wish to report a concern regarding the platform or a study:

Report Issues: Contact us immediately at feedback@trial-deck.com with a detailed description of the issue.

Urgent Concerns: For urgent concerns, particularly those regarding User safety or ethical issues, please email us at enquiries@trial-deck.com.

11.4 Legal and Compliance Inquiries

For legal inquiries or issues related to compliance and data protection: dpo@trial-deck.com

Legal Inquiries: Contact our legal department at enquiries@trial-deck.com

Data Protection Officer (DPO): For questions related to data privacy and protection, please contact our Data Protection Officer at dpo@global-initiative.com.

12 Section 12: Termination

12.1 User-Initiated Account Deactivation

Users have the right to deactivate their Trial Deck account at any time. If you wish to terminate your account, please follow the deactivation process available in your account settings or contact our support team at enquiries@trial-deck.com for assistance. Upon account deactivation, you will no longer have access to Trial Deck or any data associated with your account. Please be aware that deactivating your account does not automatically withdraw you from ongoing research studies; specific withdrawal procedures outlined in each study's consent form must be followed.

12.2 Global Initiative-Initiated Termination

Global Initiative reserves the right to suspend or terminate a User's account for reasons including, but not limited to:

- Breach of any terms within this EULA, including the Acceptable Use Policy;
- Conduct that is harmful to other Users, the integrity of Trial Deck, or the pursuit of research;
- Illegal activities or fraud; or
- Failure to respond to account verification requests.

Users will be notified via email of any impending account suspension or termination, including the reasons for such action. Users will have the opportunity to respond to or rectify the issue(s) leading to the potential suspension or termination, except in cases where immediate action is necessary to protect Global Initiative, Trial Deck, its Users or the public.

12.3 Effects of Account Termination

Upon termination, all rights granted to the User under this EULA will cease immediately, and the User will lose access to Trial Deck. Global Initiative will delete or anonymise the User's personal data in accordance with our data retention policy and applicable laws, except where retention of certain

data is necessary for compliance with legal obligations or for the establishment, exercise, or defence of legal claims.

12.4 Reinstatement

Users who have had their accounts terminated by Global Initiative may request reinstatement by contacting enquiries@trial-deck.com. Reinstatement is not guaranteed and will be evaluated on a case-by-case basis, depending on the reasons for termination and actions taken by the User to address those reasons.

13 Section 13: Intellectual Property Rights

13.1 Ownership of Platform Content and Software

Each User acknowledges and accepts that all intellectual property rights and any other proprietary rights in Trial Deck or the Documents, including without limitation the software and any text, graphics, logos, images and the compilation thereof, are the property of Global Initiative or its licensors and that no User has any rights in, or to, Trial Deck or the Documents other than the right to use them in accordance with the terms of this EULA.

13.2 User-Generated and Third-Party Content

Ownership and Rights: Users, including researchers, retain ownership of intellectual property rights in their created and shared content on Trial Deck ("**User-Generated Content**"). By submitting such content, Users grant Global Initiative a non-exclusive, worldwide, perpetual license to use this content in relation to Global Initiative's operations.

Researcher Responsibilities: Researchers are responsible for obtaining all necessary licenses, permissions and rights for any tools, patient outcome measures, videos, images, or any other third-party content used in their studies. This responsibility includes ensuring compliance with copyright laws and any other intellectual property rights, securing appropriate usage rights, and acknowledging ownership as required by law or agreement.

Warranties and Representations: Users warrant they have all necessary rights to the content they submit, including third-party content, and grant Global Initiative the rights mentioned above.

Content Review and Removal: While Global Initiative reserves the right to monitor and remove User-Generated Content that violates the terms of this EULA, it is the researcher's responsibility to ensure such content does not infringe any third party's rights.

13.3 Intellectual Property Rights in Feedback

Global Initiative values the contributions and suggestions of its user community, recognizing that feedback is crucial for the continuous improvement and innovation of Trial Deck. It is important to note, however, that any intellectual property rights arising from, suggested by, or created based on user feedback, including but not limited to ideas for new or improved functionalities, services, features, enhancements, modifications, or any other form of feedback provided by Users to Global Initiative, will be owned exclusively by Global Initiative. This includes all rights, titles, and interests in and to any such developments, without acknowledgement or compensation to the contributors of such feedback. By submitting feedback, Users agree to assign any such rights to Global Initiative and acknowledge that Global Initiative may use, develop, implement, modify, or otherwise exploit such feedback in any manner, without restriction or obligation to the User providing the feedback. Users are encouraged to provide feedback with the understanding that their contributions may help improve Trial Deck for the benefit of the entire Trial Deck community.

13.4 Copyright Infringement

Global Initiative respects the intellectual property rights of others and adheres to policies that aim to address claims of copyright infringement promptly. Users and researchers are expected to ensure their use of content complies with intellectual property laws and respect the rights of content owners.

14 Section 14: Disclaimers

14.1 Service Availability

Global Initiative is committed to offering a reliable and efficient platform for facilitating randomized controlled trials. Nonetheless, Users understand and accept that 100% availability of Trial Deck cannot be guaranteed. Factors such as maintenance requirements, technical issues, or unexpected disruptions may lead to temporary unavailability or reduced performance.

Scheduled Maintenance: Whenever possible, maintenance will be scheduled during times of least impact to Users, with prior notice given regarding the timing and expected duration of any downtime.

Unplanned Service Disruptions: In cases of unexpected disruptions, Global Initiative will take immediate steps to restore full functionality, but shall not be held liable for any direct or indirect impacts these interruptions may have on Users.

14.2 No Medical Advice

The content provided through Trial Deck, including but not limited to information shared in research studies, participant contributions, or any other form of communication, is intended for informational and research purposes only. It is not, and should not be taken as, medical advice or a substitute for professional medical care. Users should always seek the advice of a qualified healthcare provider with any questions they may have regarding a medical condition, treatment, or health concerns.

14.3 Data Integrity and Security

Global Initiative employs robust measures to protect the integrity and security of data on the platform. However, we cannot guarantee that data loss or breaches will never occur. Users are advised to maintain personal backups of critical data and to exercise caution when sharing sensitive information.

14.4 Limitation of Liability

Global Initiative shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, health related or otherwise, resulting from (i) your access to or use of or inability to access or use Trial Deck; (ii) any conduct or content of any third party on Trial Deck; (iii) any content obtained from Trial Deck; (iv) any service interruptions, data loss, or data corruption; and (v) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

14.5 No Warranties

The platform and all related services are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the platform will be error-free, free of viruses or other harmful components, or that defects will be corrected. No advice or information, whether oral or written, obtained by you from Global Initiative or through Trial Deck will create any warranty not expressly stated herein.

15 Section 15: User Responsibilities

15.1 Accuracy of Information

Users of Trial Deck agree to provide true, accurate, current, and complete information about themselves as prompted by the platform's registration forms and during their participation in research studies. This includes, but is not limited to, personal details, health information, and any other data required by the platform or research protocols. Users commit to promptly update their information to keep it accurate, current, and complete. Providing misleading, false, or inaccurate information may result in the suspension or termination of the User's account and affect the validity and reliability of research outcomes.

15.2 Compliance with Laws

Users agree to use Trial Deck in compliance with all applicable local, national, and international laws and regulations. This includes, but is not limited to, data protection and privacy laws, intellectual property laws, and regulations governing the conduct of research and ethical standards. Users conducting or participating in research studies are also responsible for ensuring their activities adhere to the ethical guidelines and approval processes set by relevant institutional review boards or ethics committees.

Research Ethics: Researchers must obtain all necessary approvals for their studies and ensure that all research is conducted in accordance with ethical principles, including obtaining informed consent from participants.

Privacy and Data Protection: Users must respect the privacy and confidentiality of other Users' personal information and adhere to all guidelines and laws concerning the protection of personal data.

Prohibited Activities: Users must refrain from engaging in any activity that is illegal, infringes on the rights of others, or is prohibited by the terms and conditions of Trial Deck.

15.3 User Conduct

Users are expected to conduct themselves in a manner that is respectful, professional, and conducive to a positive research environment. This includes engaging in respectful communication, avoiding any form of harassment, discrimination, or abuse, and contributing to a collaborative and respectful community.

15.4 Reporting Obligations

Users are encouraged to report any observed or suspected violations of these responsibilities, including unethical research practices, misuse of the platform, or breaches of data privacy, to the Trial Deck administration for investigation and appropriate action.

15.5 Trial Validation and Functional Setup

Researchers acknowledge and agree that they bear sole responsibility for ensuring that their trial is properly set up, thoroughly tested, validated, and fully functional prior to launch. This responsibility includes, without limitation:

- Ensuring the accuracy and validity of trial design and randomisation processes.
- Verifying that the platform configurations align with their research protocol and any ethical approvals.
- Conducting comprehensive testing and validation checks to ensure the trial operates as intended.
- Ensuring compliance with all relevant legal, regulatory, and ethical requirements applicable to their specific trial.

Global Initiative and Trial Deck expressly disclaim any responsibility or liability for validating trial configurations, designs, or outcomes. Researchers must independently verify and confirm that the trial meets all applicable standards and is fit for the intended purpose before commencing participant enrolment.

16 Section 16: Non-Competition and Confidentiality

16.1 Non-Competition

Users of Trial Deck agree not to engage in activities that directly compete with the core services and features offered by Trial Deck. This includes, but is not limited to, the development, promotion, or participation in competing platforms or services that replicate the unique features, systems, processes, or services provided by Trial Deck.

16.2 Confidentiality

Furthermore, Users shall at all time keep secret and confidential and are prohibited from sharing any confidential or proprietary information of Global Initiative that is disclosed to them in connection with Trial Deck or this EULA, including but not limited to, operational features, quotes, system designs, and processes, with any competitors of Global Initiative.

Users acknowledge that any information obtained through the use of Trial Deck, whether about the platform itself or derived from research activities conducted through the platform, is considered confidential and must be treated with the utmost discretion.

16.3 Remedies

Violation of these non-competition and confidentiality obligations may result in immediate termination of the User's account, legal action for breach of contract, and any other remedies available under law. Users are encouraged to report any suspected breaches of these terms to Trial Deck's administration for prompt investigation and resolution.

17 Section 17: Complaints and Dispute Resolution

17.1 Initial Complaint Process

Users who have a complaint regarding Trial Deck, its services, or any related matter are encouraged to first contact Trial Deck's support team to seek an informal resolution. This can be done by emailing enquiries@trial-deck.com. The support team will acknowledge receipt of the complaint within 5 working days and will strive to resolve the issue promptly, typically within 20 working days.

17.2 Escalation Process

If the initial response does not resolve the matter to the User's satisfaction, the complaint can be escalated to a higher-level manager or a dedicated dispute resolution team within Global Initiative. Details for escalation will be provided by the support team, including any specific information or documentation required to further investigate and address the complaint.

17.3 Mediation

In the event that a complaint or dispute cannot be resolved through the above internal processes, both parties agree to participate in good faith in a mediation process before proceeding to arbitration or litigation. Mediation will be conducted by an independent mediator agreed upon by both parties, with costs to be borne by the complainant, unless otherwise agreed.

17.4 Arbitration

Should mediation fail to resolve the dispute, both parties agree that the dispute will be submitted to binding arbitration, to be conducted in accordance with the rules of an agreed-upon arbitration body. The decision of the arbitrator will be final and binding on both parties. Costs associated with arbitration will be allocated as determined by the arbitrator.

17.5 Governing Law

The complaints and dispute resolution process, including any arbitration proceedings, will be governed by the laws of England and Wales.

17.6 Limitation on Claims

Users agree that, to the extent permitted by law, any claim or cause of action arising out of or related to use of Trial Deck or this EULA must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

18 Section 18: Accessibility

18.1 Commitment to Accessibility

Global Initiative is committed to ensuring that our platform is accessible to individuals with disabilities. We believe in providing a digital environment that is inclusive and easy to navigate for all

Users, regardless of their abilities. Our commitment to accessibility is guided by the principle that all Users should have equal access to information, functionalities, and benefits offered by the platform.

18.2 Accessibility Standards

To achieve this, Global Initiative strives to design, develop, and operate the platform in accordance with recognized standards and guidelines for digital accessibility, such as the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA. These guidelines outline how to make web content more accessible to people with a wide range of disabilities, including but not limited to visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities.

18.3 Continuous Improvement

We are continuously working to improve the accessibility of Trial Deck, understanding that technology and accessibility standards evolve. Our team is dedicated to monitoring the platform's accessibility and implementing enhancements to ensure a positive user experience for all.

18.4 Feedback and Assistance

Global Initiative values feedback from our Users regarding the accessibility of our platform. If you encounter any accessibility barriers or have suggestions for improvement, please contact us at enquiries@trial-deck.com. We aim to respond to feedback promptly and to take appropriate action to address any accessibility concerns.

18.5 Reasonable Accommodations

For Users who require additional assistance or reasonable accommodations to use the platform effectively, Global Initiative is committed to providing support. Please reach out to us with your specific needs, and we will work with you to ensure you can access and benefit from our platform fully.

18.6 Researcher Responsibilities for Content Accessibility

In addition to Global Initiative's overarching commitment to accessibility, researchers who contribute content to the platform bear a particular responsibility to ensure that their submissions are accessible to all Users, including those with disabilities. To support this commitment:

Accessible Content Creation: Researchers are required to use the tools and guidelines provided by Trial Deck to create and manage content that meets accessibility standards, such as the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA. This includes ensuring that text is readable, multimedia is captioned or described, and interactive tools are navigable and operable for Users with various disabilities.

Training and Resources: Trial Deck will provide researchers with access to training materials and resources on how to create accessible content. Researchers are encouraged to engage with these materials to understand best practices in accessibility.

Content Review and Remediation: Researchers should regularly review their content for accessibility compliance and take prompt action to remediate any identified barriers. Global Initiative reserves the right to review researcher-contributed content for accessibility and may require modifications to ensure compliance with accessibility standards.

Collaboration for Accessibility: Researchers are encouraged to collaborate with Global Initiative's accessibility team or designated accessibility officer if they encounter challenges in making their

content accessible. Our team is available to provide support and guidance on accessibility best practices and solutions.

By adhering to these guidelines, researchers contribute to an inclusive and accessible digital environment, ensuring that their studies and content can be accessed and utilized by all Users, regardless of their abilities. Failure to comply with these accessibility responsibilities may result in the modification or removal of non-compliant content from Trial Deck to maintain our commitment to accessibility for all Users.

19 Section 19: Severability

19.1 Validity of Remaining Terms

In the event that any provision of this EULA is determined to be unlawful, void, or for any reason unenforceable, such provision shall be deemed severable from this EULA and shall not affect the validity and enforceability of any remaining provisions. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that most closely matches the intent of the original provision, to the extent permitted by applicable law. This severability clause ensures that the remainder of the EULA continues to be in effect, preserving the mutual intentions of the parties as reflected in the agreement.

20 Section 20: Entire Agreement

20.1 Completeness of the Agreement

This EULA, together with any other documents or policies referenced herein and including any amendments or addenda specifically agreed upon in writing between the User and Global Initiative, constitutes the entire agreement between the User and Global Initiative regarding the use of Trial Deck. It supersedes all prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, both written and oral, between the User and Global Initiative concerning the platform.

By agreeing to this EULA, Users acknowledge that they have not relied on any promise, assurance, statement, representation, warranty, or understanding other than those expressly set out in this EULA. Any ambiguities in the interpretation of this EULA shall not be construed against the drafting party.

20.2 Adjustment to Financial Agreements and EULA Modifications

While financial arrangements related to the usage and licensing of Trial Deck, such as subscription fees and licensing agreements, may be outlined in separate documents, these financial agreements operate in conjunction with the terms of this EULA. In recognition of Section 10, which addresses the modification of terms, any alterations to the financial agreements and not the EULA require a mutual written agreement from both parties to take effect. Any required amendments to the EULA will be documented in the financial agreements. This ensures that any modifications, amendments, or discontinuations of services and their financial implications are formally agreed upon, maintaining the integrity and applicability of the EULA. Changes to the financial agreements will only be recognized as valid when documented in writing and signed by authorized representatives of both the User and Global Initiative, reinforcing the commitment to transparent and mutually agreed-upon financial arrangements.