

# **iQualifyCeliac End-User License Agreement**

By viewing and/or using [iqualify.celiac.org](http://iqualify.celiac.org), you are agreeing to be bound by all of the terms and conditions explained below. The Celiac Disease Foundation provides a website and software for participant recruitment for clinical trials and studies (“the Site”). This End-User License Agreement (“License Agreement”) is an agreement between you and Celiac Disease Foundation (“CDF”) for access to and use of the Site.

## **1. Grant of Limited License.**

Subject to the terms and conditions of this License Agreement, CDF hereby grants to you a limited, non-exclusive, revocable, non-transferable license to use the Site solely for your recruitment of participants referred to you by the Celiac Disease Foundation to include transmitting, accessing, managing, collecting, entering and displaying of Patient Information, which may include personally identifiable information, health status, and other protected health information as defined under HIPAA and similar terms as defined by state, national or international law. You agree that your provision and use of all Patient Information will be in compliance with HIPAA and all other applicable laws.

## **2. Intellectual Property Rights.**

You acknowledge that is the owner of all right, title and interest in and to the Site including, without limitation, all modifications, updates and other derivative works thereof, and all copyright and other intellectual property rights related thereto. Except for the limited rights expressly set forth in this License Agreement, you hereby agree that you shall not at any time dispute, challenge, or contest, directly or indirectly, CDF's right, title and interest in and to the Site, or assist or aid others to do so.

## **3. Restrictions on Use.**

### *A) General*

You may use the Site solely for recruitment of clinical trial and study participants as referred to you by the Celiac Disease Foundation. You may not copy, transfer, reproduce, modify or create derivative works of any part of the Site for any reason and may not use the Site for any personal or other commercial purpose. You may not obtain or attempt to mine any information from the Site through any means not intentionally made available through the Site. You may not reverse engineer, decompile or disassemble any software located on or in the Site.

### *B) HIPAA*

You further agree to not to transmit, access, or communicate any data that you do not have the right to transmit, access or communicate under applicable Law, including the Health Insurance Portability and Accountability Act of 1996 as modified by the Health Information Technology for Economic and Clinical Health

Act and all rules, regulations, and related laws and acts promulgated under and in connection therewith (collectively, “HIPAA”), under similar more stringent state laws, or under a contractual or fiduciary relationship.

### *C) Accounts and Security*

Use of the Site requires you to maintain a valid account (“Account”). You agree that CDF may store and use your Account data in connection with your use of the Site in accordance with the End User Privacy Policy. You are responsible for maintaining the confidentiality of your Account and the activity that happens on or through your Account. You agree to employ the security measures necessary to prevent unauthorized users from accessing the Site. You agree to accept responsibility for and will be liable for all access to the Site and activities that occur in connection with the use of your user ID and password. CDF reserves the right at all times (but will not have an obligation) to terminate your Account or otherwise suspend or terminate your access to the Site. By creating an Account, you represent that you are at least 18 years of age and that the information you provide in connection with the creation of your Account is accurate. You further agree that you will notify the Trial/Study Sponsor of any changes to your account contact information, including your request to terminate your Account.

### *D) User Submitted Content*

You may be permitted to upload or submit content to the Site in various forms (collectively, “User Content”). By providing any User Content, you agree that it will not: (i) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any party; (ii) be profane, obscene, indecent or violate any law or regulation; (iii) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iv) misrepresent your licensure, credentials or professional status; (v) incite discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation; or (vi) restrict or inhibit any other user from using the Site.

By uploading or submitting User Content to the Site, you give CDF a non-exclusive, royalty-free, world-wide, perpetual, transferable license to use, store, reproduce, adapt, distribute and display such User Content in any and all media or distribution methods (now known or later developed).

You acknowledge that by providing the ability to view and distribute your User Content on the Site, CDF is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability related thereto. However, CDF reserves the right to review User Content and take any action CDF deems necessary as to such User Content, including but not limited to editing or removing your User Content and/or suspending or terminating your access to the Site based on your violation of the rules specified here. CDF also reserves the right to preserve access or disclose any User Content as we may believe necessary to satisfy any applicable law, regulation, legal process or governmental request, enforce this License Agreement, address fraud, security

or technical issues, respond to user support requests, or protect the rights, property or safety of CDF, its users, and the public.

#### **4. Restrictions; Disclaimers; Limitation of Damages.**

##### *A) WARRANTY DISCLAIMER*

CDF MAKES NO WARRANTIES CONCERNING THE SITE, WHICH IS PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CDF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CDF DOES NOT WARRANT THE ACCURACY, CURRENCY, APPROPRIATENESS, APPLICABILITY OR COMPLETENESS OF THE SITE, OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN CLINICAL TRIAL OR STUDY PARTICIPANT RECRUITMENT.

##### *B) LIABILITY LIMITATION*

YOUR USE OF THE SITE IS AT YOUR OWN RISK. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CDF, ITS EMPLOYEES, OR VOLUNTEERS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT OR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF CDF AND ITS EMPLOYEES OR VOLUNTEERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.

##### *C) INDEMNIFICATION*

You agree to indemnify and hold harmless CDF, its affiliates, and respective members, employees, officers, directors and agents (collectively, the “Indemnified Parties”) from any liabilities, costs, claims, demands, or damages, including reasonable attorneys' fees, asserted by any third party due to or arising out of: (i) any breach by you of this License Agreement; (ii) your use or access of the Site; (iii) any User Content; or (iv) any activity related to your Account by you or any other person accessing the Site using your Account.

#### **5. Trademarks.**

You recognize that trademarks, service marks, graphics and logs (“the Marks”) used in connection with the Site are owned by CDF. CDF retains all goodwill and intellectual property rights in such Marks. You shall not use the Marks or any confusingly similar Marks for any commercial purpose, including, without

limitation, for purposes of marketing or promoting your services, without the prior written approval of CDF, which approval may be withheld in CDF's sole discretion. Each approved use of the Marks shall require the independent written approval of CDF.

## **6. Modification of License Agreement.**

CDF reserve sthe right to change the terms of this License Agreement at any time. Updated versions of this Agreement will appear on the Site. Continued use of the Site after any such changes constitutes your agreement to be bound by such changes.

## **7. Remedies for Violation.**

CDF reserves the right to seek all remedies available at law and in equity for violations of this License Agreement, including but not limited to the right to block access to the Site.

## **8. General.**

You agree that this License Agreement contains the entire agreement between CDF and you relating to its subject matter. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. This Agreement will be governed by and construed in accordance with the laws of California without giving any effect to the conflict of law provisions thereof, and each party agrees to submit to personal jurisdiction in the federal and state courts of California and waives any objection to venues in said courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. **The Site may not be accessed from Cuba, Iran, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods.** You agree that the Guidelines will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, regulations or restrictions.