

Terms of use for TrialOptima

Please read these terms and conditions ("terms and conditions", "terms") carefully before using the SaaS based platform application (“app”, "service", “TrialOptima”) operated by [Jehangir Clinical Development Centre Pvt. Ltd] ("us", "we", "our", “service provider”). Your use of the SaaS platform is subject to your acceptance and compliance with the following terms.

By clicking on the I Agree button or by, registering, accessing or using otherwise in any manner, you accept and agree to all terms and conditions mentioned herein. These terms and conditions constitute a legally binding agreement between you and the Company.

If you do not agree to all or any of the terms, please do not login in the application. The service provider only grants use and access of this SaaS platform and its services to those who have accepted its terms.

Privacy policy

Before you continue using our SaaS platform, we advise you to read our privacy policy regarding our user data collection. It will help you better understand our practices.

Age restriction

You must be at least 18 (eighteen) years of age before you can use this SaaS platform. By using this SaaS platform, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. The service provider assumes no responsibility for liabilities related to age misrepresentation.

Data Sources

Our data comes from trusted public clinical trial registries to ensure accuracy and global coverage:

- ClinicalTrials.gov
- World Health Organization (WHO) – International Clinical Trials Registry Platform (ICTRP)
- Clinical Trials Registry – India (CTRI)
- SEC - Central Drugs Standard Control Organisation (CDSCO)

Intellectual property

You agree that all services provided on this app are the property of the service provider, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the service provider's intellectual property in any way, including electronic, digital, or new trademark registrations. Any study designs, protocol synopsis, or feasibility information uploaded by clients shall remain their sole intellectual property, and will be used only for the intended purpose. Unauthorized use or extraction of such information may result in legal action.

Any misuse of the platform or use of automated extraction tools may result in suspension of access and legal action against the registered user including but not limited to injunction.

Any data or insights accessed through TrialOptima shall be used solely for internal research and decision-making purposes and not for resale, redistribution, or other commercial exploitation.

You grant the service provider a royalty-free and non-exclusive, perpetual, world-wide license to display, use, copy, transmit, and broadcast the content you upload and publish.

User accounts

As a user of this SaaS platform, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the SaaS platform, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

You shall ensure that the TrialOptima User subscriptions are not and cannot be shared or used by more than one individual User.

You shall be responsible for all activity occurring under your User accounts and shall abide by all applicable laws, treaties and regulations in connection with TrialOptima use of the Service,

including those related to data privacy, international communications, and the transmission of technical or personal data.

You shall:

- a. notify us promptly of any unauthorized use of any password or account or any other known or suspected breach of security;
- b. report us promptly and use reasonable efforts to stop promptly any copying or distribution of Content that is known or suspected by you; and
- c. not impersonate another user or provide false identity information to gain access to or use any Services.

Applicable law and Jurisdiction

By using this SaaS platform, you agree that the laws of India, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between the service provider and you, or its business partners and associates.

We shall maintain and handle all your Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations including India's Information Technology Act, 2000 and the rules made thereunder.

Disputes

Any dispute, whether commercial or otherwise, shall be resolved amicably, within a period of 30 days from the date of issuance of written notice, to be issued by aggrieved party upon JCDC. In case of failure to resolve the same, the dispute shall be referred to a sole arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 and its amendments. Language of Arbitration procedure will be English and venue for the Arbitration procedure is Pune. Courts in Pune to have exclusive jurisdiction in such matters.

Indemnification

You agree to indemnify the service provider and its affiliates and hold the service provider harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

Limitation on liability

The service provider is not liable for any damages that may occur to you as a result of your use of our app.

The service provider reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through relevant notification on the portal. This Agreement is an understanding between the service provider and the user, and this supersedes and replaces all prior agreements regarding the use of this SaaS platform.

The service provider disclaims any liability that may arise due to factfulness and sufficiency of the content hosted in database of the service provider as the service provider is duly procuring data from the registries listed under 'data sources', which is a free and online public record systems for registration of clinical trials being conducted globally. The service provider does not warranty the suitability of use of our app for any specific purpose and the decisions or information that user may utilise are at user's own responsibility. The Service provider disclaims any liability that may arise form use of the app by the user.

Refund and Cancellation Policy

Note: Feasibility services are currently available **only for sites in India**. Accordingly, the refund terms outlined below apply exclusively to feasibility services for India sites.

1. Feasibility Services

a. Feasibility Assessment: We provide a feasibility assessment of the requested site as per the feasibility information and questionnaire provided by the user. This assessment incurs a feasibility cost.

b. Refund for Unprocured Feasibility: If we are unable to procure the necessary feasibility information from the site, we will refund a percentage of the feasibility cost paid. For this purpose, *necessary feasibility information* means a substantially complete and usable feasibility response that contains the key data points required for evaluation. Incomplete or partially filled feasibilities that still provide sufficient information shall not qualify for a refund. The refund amount will be calculated as follows:

- **Refund Amount:** 50% of the feasibility cost.

- **Retained Amount:** 50% of the feasibility cost will be retained to cover the effort and resources expended in attempting to procure the information.

c. Refund Request: To request a refund for unprocured feasibility information, please contact our support team at [customercare@mytrialoptima.com] within [7] days of the declaration of a failed feasibility. We will process the refund according to the terms outlined above.

2. Subscription Plan Cancellation

a. Paid Plans: Our subscription plans are non-refundable.

3. Refund Processing

Refunds will be processed within [30] business days of receiving a valid request. Refunds will be issued to the original payment method used during the purchase. Depending on your bank or payment provider, it may take additional time for the refund to be reflected in your account.

4. Exceptions

The following situations are not eligible for refunds:

- Payments made other than mentioned in 1 above of **Refund and Cancellation Policy**
- Cancellations or refund requests made outside the eligible period as specified.

Changes to the Policy

We reserve the right to modify or update any Policies at any time. Any changes will be posted on our website and will be effective immediately upon posting.

Contact us

You may reach out to us for any feedbacks or grievances on the below mentioned co-ordinates

Name: Mrs. Nisha Sujana

Designation: Senior Manager, Digital Health

Email: customercare@mytrialoptima.com

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