

---

## **SITE USER TERMS AND CONDITIONS**

### **This Policy was last updated on 24 Nov 2020**

---

#### **1 THIS SITE AND WHO WE ARE**

ICONStudyMatch.com is a site operated by ICON Clinical Research Limited (“**ICON**”) a limited liability company incorporated under the laws of Ireland, with its registered office at South County Business Park, Leopardstown, Dublin 18, Ireland. ICONStudyMatch.com is designed to provide basic and preliminary information on clinical studies (also called clinical trials) and to offer visitors the opportunity to register with ICON to be matched with clinical studies based on the medical conditions they are interested in and based on their general medical history. Visitors may also sign up to be matched with studies recruiting healthy volunteers or to opt in to complete surveys or participate in focus groups.

#### **2 BY USING THIS SITE YOU ACCEPT THESE TERMS:**

YOU ACKNOWLEDGE THAT BY CONTINUING TO ACCESS AND FURTHER USE THIS SITE, YOU ACCEPT AND AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS OF USE, SET OUT BELOW. FOR SITE USERS WHO WISH TO REGISTER TO BE MATCHED WITH CLINICAL STUDIES, PLEASE NOTE THAT THE FOLLOWING ADDITIONAL TERMS APPLY TO YOU WHICH ARE DESCRIBED IN OUR [PRIVACY POLICY](#) AND COOKIE POLICY.

#### **3 ICON INTELLECTUAL PROPERTY**

ICON and its affiliated companies are the owner or the licensee of all intellectual property rights in this site, and in the material published on it. The entire content of ICONStudyMatch.com including any images or text, is copyrighted and may not be distributed, downloaded, modified, reused, reposted, duplicated, reverse engineered, used to create derivative works or otherwise used except as provided herein without the express written permission of ICON. Specifically, users must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from ICON or our licensors. All service names, regardless of whether or not they appear in large print or with a trademark symbol, are trademarks of ICON, its affiliates, or joint venture partners, unless otherwise noted. Any unauthorised use or attempted unauthorised use of the content of the site is a violation of the rights of ICON and may be in violation of copyright law, trademark law, communications regulations and statutes, and other laws, statutes and/or regulations. It is the policy of ICON to enforce its intellectual property rights to the fullest extent permitted under law.

#### **4 ICON & THIRD-PARTY INFORMATION**

The site may display, include, or make available content, data, information, applications, or materials from third parties including clients of ICON (“Third-Party Materials”) or provide links to certain third-party websites. By using the site, users acknowledge and agree that ICON is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or websites. ICON does not warrant or endorse and does not assume and will not have any liability or responsibility to users or any other person for any Third-Party Materials or websites, or for any other materials, products, or services of third parties.

#### **5 NO WARRANTY**

ICON will use reasonable efforts to include accurate and up-to-date information on ICONStudyMatch.com, but ICON makes no warranties or representations as to the accuracy of information presented on the ICONStudyMatch.com site.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ANY RELATED CONTENT THEREON (INCLUDING THIRD-PARTY LINKS) PROVIDED BY ICON, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ICON HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND ANY SERVICES, LINKS, OR REPRESENTATIONS RELATED THERETO OR CONTAINED THEREON, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON- INFRINGEMENT OF THIRD-PARTY RIGHTS. THIS SITE DOES NOT SERVE ANY PURPOSE INFERRED OR OTHERWISE, WHICH MAY SUPPLEMENT OR SUBSTITUTE THE ROLE OF YOUR PRIMARY CARE PHYSICIAN. YOU ACKNOWLEDGE THAT ICON MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECT THAT YOU WILL BE SELECTED FOR AN APPLICABLE CLINICAL TRIAL.

**6 LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER ICON NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER, INCLUDING (BUT NOT LIMITED TO) ARISING OUT OF USER'S ACCESS, USE OR INABILITY TO USE THE SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE).

**7 SEVERENCE**

If for any reason a court of competent jurisdiction finds any provision or portion of these terms and conditions, to be unenforceable, the remainder of the terms and conditions will continue in full force and effect.

**8 GOVERNING LAW**

The laws of the Republic of Ireland, excluding its conflicts of law rules, govern the terms and conditions of use of the site. Your use of the site may also be subject to other local, state, national, or international laws.

**9 ACCEPTANCE**

**IF YOU HAVE NOT READ, UNDERSTOOD, OR DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS HEREOF, PLEASE REFRAIN FROM FURTHER USE OF THIS SITE.**