

Terms and Conditions for Choice Clinical Research

Last Updated: September 3, 2024

Welcome to the Choice Clinical Research website ("Site"). These Terms and Conditions ("Terms") govern your access to and use of the Site, including any content, functionality, and services offered through www.choiceclinicalresearch.com (the "Website"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Site.

1. Acceptance of Terms

By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. If you do not agree to these Terms, you are not permitted to use this Website. These Terms apply to all visitors, users, and others who access or use the Website.

2. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting to the Website. We will notify you about significant changes to the Terms either through the Website or by sending an email to the address associated with your account. Your continued use of the Website after such modifications constitutes your acknowledgment and acceptance of the new Terms. It is your responsibility to review these Terms periodically.

3. Use of the Website

You may use this Website for lawful purposes only and in accordance with these Terms. You agree not to:

- Use the Website in any way that violates any applicable federal, state, local, or international law or regulation.
- Engage in any conduct that is harmful, abusive, defamatory, obscene, invasive of another's privacy, or otherwise objectionable.
- Use the Website in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Website.
- Attempt to gain unauthorized access to any parts of the Website, other accounts, computer systems, or networks connected to the Website, whether through hacking, password mining, or any other means.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Use any robot, spider, or other automatic device, processes, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

4. Intellectual Property Rights

- **Restrictions:** You must not modify, reproduce, distribute, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:
 - You may temporarily store copies of such materials incidental to your accessing and viewing those materials.
 - You may download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use, not for further reproduction, publication, or distribution.
- **Prohibited Uses:** You must not:
 - Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
 - Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

5. User Content and Conduct

- **User Content:** If you post, upload, or otherwise submit any content to the Website (such as comments, feedback, or other information), you agree that you are solely responsible for the content you provide and that it does not violate any applicable laws, regulations, or third-party rights. By submitting content, you grant Choice Clinical Research a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content in any media.
- **Prohibited Conduct:** You agree not to use the Website in a way that could harm or negatively impact other users' experiences or violate any applicable laws or regulations. This includes, but is not limited to, engaging in:
 - Harassment, abuse, or hate speech against any individual or group.
 - Fraudulent activities or impersonating another person or entity.

- Posting false, misleading, or inaccurate information.

6. Disclaimer of Warranties

The Website is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. To the fullest extent permissible under applicable law, Choice Clinical Research disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, and any warranties that may arise out of the course of performance or usage of trade.

- **No Warranty:** Choice Clinical Research does not guarantee that the Website will be secure, available, error-free, uninterrupted, or free of viruses or other harmful components.
- **Reliance on Information:** Any reliance you place on information provided on the Website is strictly at your own risk.

7. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Choice Clinical Research, its affiliates, directors, employees, or agents be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the Website.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any errors or omissions in any content or any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the Website.
- Any bugs, viruses, Trojan horses, or the like that may be transmitted to or through our Website by any third party.

8. Indemnification

You agree to defend, indemnify, and hold harmless Choice Clinical Research, its affiliates, licensors, and service providers, and their respective officers, directors, employees, agents, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms or your use of the Website, including, but not limited to, your user content, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.
- Your violation of any law, regulation, or third-party right (including any intellectual property or privacy right).
- Any claims resulting from your conduct or content that causes harm to another user.

9. Third-Party Websites and Content

The Website may contain links to third-party websites or resources. These links are provided for your convenience only. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

- **No Endorsement:** The inclusion of any link to a third-party website does not imply endorsement or approval by Choice Clinical Research of the linked website or its content.
- **User Responsibility:** You acknowledge that you are solely responsible for, and assume all risk arising from, your use of any third-party websites or resources.

10. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of United States of America in Mason, Ohio, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal or state courts located in Mason, Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

11. Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to all or part of the Website without notice for any reason, including without limitation, any violation of these Terms. Upon termination, all provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. Data Protection and Privacy

12.1 GDPR Compliance

If you are a resident of the European Economic Area (EEA), you have certain data protection rights under the General Data Protection Regulation (GDPR). Choice Clinical Research aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us at [Your Data Protection Email].

In certain circumstances, you have the following data protection rights:

- The right to access, update, or delete the information we have on you.
- The right of rectification.
- The right to object.
- The right of restriction.
- The right to data portability.
- The right to withdraw consent.

12.2 CCPA Compliance

Request that a business that sells the consumer's personal information, or that discloses it for a business purpose, disclose to the consumer the categories of personal information that the business sold or disclosed for a business purpose.

Direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information.

To exercise your rights under the CCPA, please contact us at info@choiceclinicalresearch.com.

12.3 Privacy Policy

For more detailed information on how we collect, use, and disclose your personal information, please refer to our Privacy Policy.

12.4 Cookie Policy

Our website uses cookies to enhance user experience. For more information on how we use cookies and how you can manage your cookie preferences, please see our Cookie Policy.

13. Age Restrictions

The Website is not intended for use by individuals under the age of 13. If you are under 13, you are not permitted to use the Website and must not provide any personal information to us. If we become aware that we have collected personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at info@choiceclinicalresearch.com

14. Accessibility Statement

Choice Clinical Research is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. If you experience any accessibility issues while using our Website or have suggestions on how we can improve accessibility, please contact us at info@choiceclinicalresearch.com.

15. Entire Agreement

These Terms, together with our Privacy Policy, Cookie Policy, and any other legal notices published by Choice Clinical Research on the Website, constitute the entire agreement between you and Choice Clinical Research concerning your use of the Website. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

16. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

Choice Clinical Research
<https://www.choiceclinicalresearch.com>
info@choiceclinicalresearch.com