

TERMS & CONDITIONS

Effective Date: June 23, 2021.

Welcome, and thank you for visiting **Modern Trials Inc.** website. Please, endeavor to read our Terms of Use carefully before making use of this website. By visiting and or using this website, you signify your intention and assent to be bound by these Terms and the conditions hereinafter stated below, and duly referenced in the Modern Trials Inc. Privacy Policy. If you by any means or for whatever reason disagree with any part or whole of this Terms as stated here, you should immediately refrain from using and accessing the Site.

1. GENERAL WARNING FOR CONSULTATIONS THROUGH MODERN TRIALS INC. PLATFORM

1.1 In addition to the laws currently in force, access to and consultation of this Modern Trials Inc. platform are subject to the following Terms and Conditions. Therefore, the various Terms and Conditions stated hereinafter must be entirely and unconditionally accepted by whoever wishes to access and consult this website, irrespective of any other agreement that may exist between the visitor and Modern Trials Inc.

1.2 Modern Trials Inc. has taken great care in the formulation and presentation of this website and the various material/contents present on it. However, while Modern Trials Inc. Platform makes every effort in ensuring the information provided are accurate and updated, there may be occasional and inadvertent errors for which we apologize, but for which we can accept no liability.

2. DEFINITION OF TERMS

2.1 "You or yours" refers to you as the individual or proxy who has submitted your personal information on this website agreeing to use Modern Trials Inc. online clinical trial service for the purpose of seeking medical advice from experts on Modern Trials Inc. Platform.

2.2 "We or our" refers to Modern Trials Inc. website –Platform in conjunction with its owners.

2.3 "Website or Site" means the linked pages of Modern Trials Inc. website that allow an online consultation to be performed for the sole purpose of giving clinical trials.

3. CHANGES TO THE TERMS AND CONDITIONS

By using the website in whole or in parts, you agree to be bound by these Terms, and for which we reserve the exclusive right, stemming from our sole discretion, to modify, replace, add or remove whole or portions of these Terms at any time with or without due notice.

4. MODERN TRIALS INC. SERVICES

4.1 The primary purpose of the Services created and provided through this website is to give Doctors, Physicians, life science companies, healthcare organization officials, pharmaceutical companies, and Patients access to additional information which they may or may not choose to utilize in clinical trials.

4.2 The main aim of the platform is to provide single access point to search for clinical trial patients and trial sites instantly through a single search linking dozens of our partner healthcare organizations.

4.3 Pursuant to section 4.2 of these Terms, the expert provisions and clinical trial services provided through the website are neither a substitute or should not be construed as a substitute for primary healthcare, nor do they constitute the primary practice of medicine and by this, no physician-patient relationship is created or should be deemed to have been created by use of this Site. In addition, the availability of Modern Trials Inc. Services varies and shall be determined by the patient's condition.

4.4 Only you (the patient), with expert guidance from your primary care physician or healthcare provider, and/or treating physician, can determine or conclude if the Modern Trials Inc. Services would be of benefit to you or your medical treatment. You are free to consult your healthcare provider, primary care physician, and/or treating physician if your prescribed treatment protocol and/or diagnosis may benefit from the input of Modern Trials Inc. consulting Doctors/Physicians.

4.5 All clinical trial services and evaluative observations provided through the website are based on medical records, reports, test results, images, and/or other information provided directly by the client/patient to Modern Trials Inc. Platform, and in no way are regarded as determinative of whatever treatment or solution to be pursued by the physician undertaking the treatment.

4.6 By choosing to engage Modern Trials Inc. Services rendered by the website, you accept you are aware of this limitation and have chosen to assume and undertake the risk thereof. Furthermore, you agree and accept that:

4.6.1 Whatever evaluation you will receive is limited and provisional;

4.6.2 Results, suggestions and opinions that will emanate from Modern Trials Inc. consultation are not intended to change or replace a full medical evaluation or forestall a person visit with a physician;

4.6.3 However competent and highly qualified the medical professionals providing consultation expert services through this website may be, they lack vital information that is usually obtained only through a physical or direct examination; and

4.6.4 The absence or lack of a physical examination may limit the medical doctor's ability to evaluate your condition, injury or disease.

4.7 By conduct and use of the Site, you agree that Modern Trials Inc. Platform will not be used in or summoned to any legal dispute including but not limited to arbitration, litigation, benefits claims based on disability, worker's compensation and/or malpractice claim, and without the prior written consent of Modern Trials Inc. Platform.

5. DECLARATION & LIMITATION OF LIABILITY

5.1 By consenting or agreeing to our Terms and Conditions and using the website, you declare your unhinged intention and willingness to participate in clinical trials service operated by Modern Trials Inc. Platform through the auspices of the website (www.moderntrials.com). The online consultations and interactions are subject to the terms and conditions set out in this agreement.

5.2 You agree to register as an authorized user of the website by clicking and filling every required sections of the request form in seeking clinical trials through Modern Trials Inc. services, and by doing so you warrant that you are over eighteen years of age. You agree to not disclose your authorization credentials (username and password, E-mail address, etc) to any third party. If you are registering for a third party you agree you have obtained the consent of the Client or Patient before registering with us.

5.3 You agree, undertake and warrant that all information provided by you is correct, true and complete.

5.4 You agree that once you detect or suspect that your private information has become available to a third party, you shall notify Modern Trials Inc. immediately. You agree and warrant to be held liable for all consequences of the unauthorized use, if it happened as

the result of the misuse. You also agree to assume responsibility for the consequences especially if the unauthorized use of access happened as a result of your negligence.

5.5 You agree and warrant that your liability ends ONLY when you have satisfactorily informed Modern Trials Inc. Platform about the unauthorized use or loss of access, and has changed or modified the password, if required.

5.6 Clinical trials are given based on the information you provide to our medical experts by means of assessments on Modern Trials Inc. account through messages, email and/or by telephone. We wholly rely on the information provided by you and therefore accept no liability for whatever loss or damage arising from our services if you supply false, incorrect or incomplete information.

5.7 You agree to disclose to your personal care provider information relating to the clinical trial services given to you through the website.

5.8 We are not responsible or going to be held liable for any damage or liability which may arise from your failure to inform your personal care provider or other healthcare professional about the clinical trial services you receive from the website.

5.9 We are not responsible or liable for any damage which results from your failure to follow advice given on the website.

5.10 You accept the clinical trials services and agree that the website does not replace or intend to replace your personal care provider and that you should ensure proper consultation with your personal care provider or other professional healthcare specialist when you are advised online by medical doctors as the case may be.

5.11 In the event that you do not fully understand the requirement in the request form part of the website or are unsure how you should answer whatever questions that may arise from filling the correct data, or you do not fully understand or comprehend the advice or information given to you on the website; you agree and accept to seek clarification from our experts.

5.12 You agree expressly or orally by conduct or implications that any clinical trial services given to you by medical experts through our platform will be exclusively for your own personal consumption and not for any other person whatsoever, and you undertake not to give or supply such advice to another patient.

5.13 Clinical trials given and recommendations are strictly at the discretion of the medical expert/doctor. Modern Trials Inc. platform cannot guarantee that a consultation with any doctor on the website will be effective.

5.14 Subject to section 5 and the entirety of its subsections, if any of these terms are held or deemed to be unenforceable or invalid, then the validity and enforceability of the remaining provisions thereof shall not be affected.

6. MODERN TRIALS INC. USE OF INFORMATION VIA THIRD PARTY

6.1 By using this website, you agree to convey information about yourself, relating to your health and medical records/history, including, but not entirely restricted to the information you divulge as part of Modern Trials Inc. online consultation assessment. Such information will be sufficiently encoded to de-identify you before being made available to third-party medical personnel for the aim of conducting a clinical research. You agree and understand this information may be exchanged electronically but won't identify you personally.

6.2 Modern Trials Inc. is an online based service provider that relies largely on third party's internet technology and networks for speedy and effective communication and we cannot ultimately guarantee timely and perfect arrival of consultation information to a Doctor, and neither can we absolutely guarantee it will arrive at all.

7. INTELLECTUAL PROPERTY

7.1 All contents and information listed on this website, including but not limited to, any text in whatever format, software, images, graphics, video, sounds, audiovisual combination, interactive features, patents, any form of trademarks, service marks and/or logos contained therein, and any other form or type of material you may contribute to, or viewed on this website are the exclusive property of or licensed to MODERN TRIALS INC., subject to intellectual property rights, trademarks, and copyright legal sanctity under United States+ laws, foreign laws, and international conventions.

7.2 Pursuant to section 7.1 of these Terms, the conditions attached herewith entails that no materials, content or information from this website may be lifted or copied, republished or reproduced, posted or uploaded, distributed or transmitted, in any way or under any circumstances without written or express permission of the rights owner. By using this website, you undertake not to in any manner, circumvent, frustrate, disable, destroy, or otherwise interfere with security designated features of this website or features that restrict or prevent use or copying of any content or material information.

8. DISCLAIMER

THIS WEBSITE IS RESTRICTED. THE INFORMATION CONTAINED ON THIS WEBSITE AND THE USE OF MODERN TRIALS MAY NOT BE LAWFUL IN CERTAIN JURISDICTIONS. IN OTHER JURISDICTIONS, ONLY CERTAIN CATEGORIES OF PERSONS MAY BE ALLOWED TO VIEW SUCH INFORMATION OR USE OUR SERVICES. ANY PERSON WHO WISHES TO USE OUR WEBSITE OR OUR SERVICES MUST FIRST SATISFY THEMSELVES THAT THEY ARE NOT SUBJECT TO ANY LOCAL REQUIREMENTS THAT PROHIBIT OR RESTRICT THEM FROM DOING SO. IF YOU ARE NOT SURE IF YOUR JURISDICTION RESTRICT OR PROHIBIT THE USE OF MODERN TRIALS PLATFORM PLEASE EXIT AND DO NOT USE OUR WEBSITE.

8.1 MODERN TRIALS INC. is an online platform which only facilitates contact with suitable medical consultants for patients seeking clinical trials only. Nothing in this platform is intended for providing urgent or initial medical opinion/advices, diagnosis and treatment, nor do this Website seeks to replace or undermine expert medical advice, opinion, diagnosis, or treatment of any primary or physical healthcare provider.

8.2 Moreover, communications between medical consultants and patients does not constitute clinicians-patients relationship. Our platform encourages sharing Modern Trials Inc. services with your local consultant.

8.3 If you are using Modern Trials Inc. website, you agree to this disclaimer and Terms and Conditions herein stated. Modern Trials Inc. website platform is built for facilitating easy search to clinical trials. However, platform and its associated organizations don't take any legal responsibility for website's content accuracy, medical consultants' opinions, reports and behaviors.

9. EXCLUSIVE JURISDICTION OF THE STATE OF DELAWARE AND US LAWS

9.1 The Site has been created and is controlled by Modern Trials Inc. Platform resident in United States of America. These Terms and Conditions of use shall be governed exclusively by and construed in accordance to the laws of the state of Delaware and the general binding laws and principles of the United States of America. You hereby acknowledge unconditionally and irrevocably submit to the exclusive jurisdiction of the courts located in Delaware, as venue for any legal activity that may directly or indirectly arise as a result of or relating to the use of any services on our Website.

10. CONTACT US

Further information on these terms of use or any queries on them are available by contacting Modern Trials Inc. at info@moderntrials.com.