

**Brightside Research Solutions**  
**Participant Terms & Conditions (Patients, Caregivers, and HCPs)**

**Effective Date: 09/25/2025**

These Participant Terms & Conditions (“**Terms**”) govern your access to and participation in market research activities facilitated by **Brightside Research Solutions, LLC** (“**Brightside**”) and conducted with Brightside’s research partners and vendors (collectively, the “**Research Team**”). By proceeding to any **screener, interview, survey**, or related research activity (the “**Study**”), you agree to these Terms.

These Terms operate **in addition to** (and are intended to be read together with):

- the **Consent to Participate in a Study** (the “**Consent**”); and
- the **Brightside Privacy Policy** available at <https://teambrightsider.com/privacy-policy/> which for purposes of these Terms includes and is supplemented by the Supplemental Privacy Notice for Research Participants (together, the “**Privacy Policy**”).

If you do not agree, do not participate. Where these Terms and the Consent or Privacy Policy address the same topic, the **Privacy Policy controls for data handling and privacy**, and the **Consent controls for study procedures and participation**.

## **1. Definitions**

- “**Participant**,” “**you**,” “**your**” means an individual participating in the Study as a patient, caregiver, or licensed healthcare professional (“**HCP**”).
- “**Sponsor**” means the entity on whose behalf the Study is conducted.
- “**Research Company**” means the third-party market research firm engaged to deliver the research to an end client (i.e., the Sponsor).
- “**Vendors**” means service providers supporting the Study (e.g., physician referral partners, scheduling platforms, payment processors, transcription/recording providers).
- “**Platform**” means any website/application/teleconference tool used to host or facilitate Study activities.

## **2. Eligibility; Voluntary Participation**

**2.1 Age/Capacity.** You must be **18 years or older** and have capacity to consent.

**2.2 Eligibility Criteria.** Participation is contingent on meeting Study criteria established by the Research Team. Screening determines eligibility.

**2.3 Voluntary.** Participation is **voluntary**. You may **decline** to answer any question or **withdraw** at any time without penalty or loss of benefits.

**2.4 No Guarantee of Inclusion.** Submission of a screener **does not guarantee** selection for interviews or additional activities.

### **3. Study Activities; Incentives**

**3.1 Typical Flow.** Participants may (a) complete a screener (approx. 5 minutes, though times may vary), and, if eligible, (b) participate in a research engagement which will include the format, length, and incentive offered.

**3.2 Observation.** Sponsor or Research Team representatives may **observe** the interview live or review **de-identified** transcripts/recording, as applicable.

**3.3 Incentives.** If stated for this Study, eligible Participants who, in good faith (including in conformance with the provisions of Section 8 below, Acceptable Use and Platform Rules), **complete the required activities** shall receive an **incentive** in an amount, and paid in accordance with methods communicated in writing to you prior to your participation in a Study. You must provide accurate information necessary for processing the incentive. **No incentive is due** where: (i) you withdraw or do not complete required activities, or (ii) you violate these Terms or provide fraudulent information; or (iii) are otherwise deemed ineligible in the reasonable discretion of Brightside.

**3.4 Tax/Reporting.** You are responsible for any tax reporting associated with incentives.

### **4. Recording; Separate Consent**

**4.1 Optional Recording.** Interviews **may be audio/video recorded only with your permission**. You may **decline** recording and may still be eligible to participate in the Study if deemed feasible in the sole discretion of Brightside.

**4.2 Scope.** Recordings, if any, are for **note-taking, quality assurance, and analysis** and will be handled pursuant to Section 6 (Privacy & Data), and the Privacy Policy and applicable laws.

### **5. No Medical Advice; Nature of Research**

**5.1 Market Research Only.** The Study constitutes **market research**, and is not in any way medical care or part of clinical trial. No diagnoses, treatments, or medical advice, either directly or indirectly, are provided in connection with participation in the Study.

**5.2 Health Decisions.** Do not rely on Study participation for health decisions. Consult your clinician for medical advice.

### **6. Privacy & Data (Summary; In the Event of Any Conflict or Ambiguity, the Privacy Policy Controls)**

**6.1 What We Collect.** Depending on Study needs, Brightside and its Research Team may collect:

- **Contact details** (e.g., name, email, phone, time zone) for scheduling/communications;
- **Demographics** (age range, gender, etc.);
- **Health information** relevant to Study questions (e.g., diagnoses, medications, experiences);
- **Interview content** (notes, transcripts);

- **Recordings** (if you consent);
- **Geolocation information; and**
- **IP addresses**

**6.2 Access/Sharing.** Access is limited to Brightside, the Research Company, relevant Vendors (e.g., scheduling, incentive processing, physician referral partners), and the Sponsor (for observation/de-identified outputs). We **do not sell** your personal data or use it for advertising.

**6.3 Adverse Events (AEs).** If you report a negative experience or **adverse event** related to a medical product, Brightside/Research Company may be **legally required** to report it to the Sponsor and regulators. Such reports may include your **name** and relevant health details as needed for compliance purposes.

**6.4 Security / Storage.** We use access-controlled systems and aim to store **identifiers separately** from interview responses where feasible.

#### **6.5 Retention.**

- **Recordings** (if any) are deleted **no later than 12 months after Study completion**, unless required for regulatory/legal purposes.
- Other data are retained **in accordance with applicable research and legal standards** (no fixed period is promised in these Terms; see Privacy Policy).

**6.6 Your Rights.** You may have rights to **access, correct, delete** certain contact information and to request information about how your data are handled. Follow the instructions in the Privacy Policy to exercise rights or lodge concerns.

**6.7 International Transfers.** If you reside outside the U.S., your data may be transferred to the U.S. or other countries with different data protection laws. We implement appropriate safeguards for such transfers, including applicable contractual provisions with clients and vendors, such as the Standard Contractual Clauses when dealing with cross-border data transfers of data subjects from the European Economic Area (EEA)..

*The **Privacy Policy** governs data handling and controls over any conflicting provision in these Terms.*

### **7. Future Contact**

With your permission, Brightside may **recontact** you regarding future, similar studies. You may opt out at any time using the contact information below.

### **8. Acceptable Use & Platform Rules**

**8.1 Accuracy.** Provide truthful, non-misleading information. Do not impersonate any person or misstate your credentials (including HCP status).

**8.2 No Harmful Content/Activity.** Do not upload malware, attempt to bypass security, disrupt sessions, or scrape/copy proprietary materials.

**8.3 Anonymity of Others.** Do not attempt to identify other Participants or circumvent anonymization measures.

**8.4 Confidential Materials.** Treat any non-public Study materials, questions, stimuli, or Sponsor information as **confidential** (see Section 10).

**8.5 Third Party Proprietary or Other Rights.** Do not violate the proprietary or other rights of another party, including violation of any contractual obligations.

**8.6 Lawful Conduct.** Comply with all applicable laws and codes (e.g., market research ethics standards).

## **9. Intellectual Property**

**9.1 Study Materials.** Discussion guides, surveys, stimuli, platforms, and related content are proprietary to Brightside, the Research Company, Vendors, or the Sponsor. You receive a **limited, revocable, non-transferable** right to access them **solely** to enable your participation in the Study.

**9.2 Restrictions.** You may not copy, reproduce, distribute, publicly display, create derivative works from, reverse engineer, or otherwise exploit Study materials.

**9.3 Your Contributions.** Your responses and all other opinions, responses, insights, and information shared in connection with your participation in the Study shall become the sole and exclusive intellectual property of the Sponsor, the Research Company, and/or Brightside. Subject to applicable laws and these Terms, the Research Team may analyze and use your de-identified responses for research reporting, including aggregation with other Participants' data.

## **10. Confidentiality**

**10.1 Non-Public Information.** You may be exposed to proprietary concepts or information. You agree not to disclose or misuse any **Confidential Information** learned through participation.

**10.2 Exceptions.** Confidentiality obligations do not apply to information that is (a) public through no breach by you; (b) rightfully received from a third party without duty of confidentiality; or (c) independently developed without reference to Confidential Information.

**10.3 Protective Measures.** You will use a level of care at least equal to that used to protect your own confidential information.

## **11. HCP-Specific Terms (if applicable)**

**11.1 Professional Responsibility.** You will comply with professional standards, institutional policies, and applicable laws (including advertising/solicitation restrictions and patient privacy obligations).

**11.2 No PHI Disclosure.** Do not disclose **patient identifiable health information** in the Study unless expressly permitted by the Consent, Privacy Policy and/or applicable law.

**11.3 Compensation/Ethics.** Any honorarium is for your **time and insights**; it is **not** contingent on patient referrals, product promotion, prescribing, or any decision that could create a conflict of interest. Disclose participation as required by your institution/employer.

**11.4 Recruitment/Referral Conduct.** If you communicate Study opportunities to patients, you will do so **ethically and lawfully**, using Research Team-approved language where provided. You will not pressure patients to participate and will respect their decision to decline.

## **12. Patient/Caregiver-Specific Terms**

**12.1 Your Choice.** You choose what you wish to share. You agree that your participation in the Study is voluntary.

**12.2 Others' Information.** Do not share **another person's** identifiable health information unless the Study explicitly authorizes your role (e.g., caregiver) and you have lawful authority to do so.

## **13. Termination/Suspension**

**13.1 By You.** You may withdraw at any time.

**13.2 By Brightside.** Brightside may suspend or terminate participation where: (a) eligibility is not met; (b) you violate these Terms, the Privacy Policy, the Consent or applicable law; (c) your conduct interferes with the Study; or (d) Study requirements change.

**13.3 Effect.** Upon termination, you must cease use of any Study materials and maintain confidentiality of any non-public information.

## **14. Disclaimers**

**14.1 "As Is."** The Study and Platform are provided **"as is," "as available."** The Research Team disclaims all warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**14.2 Availability.** We do not guarantee uninterrupted or error-free access, nor specific outcomes from participation.

## **15. Limitation of Liability**

To the maximum extent permitted by law, Brightside, the Research Company, the Sponsor, and Vendors **will not be liable** for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to your participation or use of the Platform, even if advised of the possibility of such damages. **Total direct damages**, if any, shall be limited to the lesser of **(i) USD \$100 or (ii) the amount of your incentive for the Study**, if any. Nothing in these Terms limits liability for **willful misconduct** or **gross negligence** where such limitation is prohibited by law.

## **16. Indemnity**

You agree to **indemnify and hold harmless** Brightside, the Research Company, Sponsor, and Vendors from losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from: (a) your **willful misconduct**; (b) your **unlawful** conduct; or (c) your **material breach** of these Terms. This does **not** require you to indemnify for good-faith, accurate answers provided during the Study.

## **17. Force Majeure**

The Research Team is not responsible for delays or failures caused by events beyond reasonable control (e.g., outages, labor issues, natural disasters, war, changes in law).

## **18. Changes to the Study or Terms**

We may update Study procedures or these Terms from time to time. **Material updates** will be communicated in a reasonable manner. Continued participation after updates signifies acceptance. The **Privacy Policy** may also be updated; in all cases, it governs data handling.

## **19. Governing Law; Venue**

These Terms are governed by the laws of the **State of New York**, without regard to conflict-of-laws rules. You consent to the exclusive jurisdiction and venue of the **state and federal courts located in New York** for disputes arising from these Terms or the Study, **except** where applicable law provides Participants a non-waivable right to bring claims in their home jurisdiction.

## **20. Severability; Assignment; Entire Agreement**

**20.1 Severability.** If any provision is unlawful or unenforceable, the remaining provisions remain in effect.

**20.2 Assignment.** You may not assign these Terms. Brightside may assign to an affiliate or successor.

**20.3 Entire Agreement.** These Terms, together with the **Consent** and **Privacy Policy**, form the **entire agreement** for your participation, and supersede inconsistent prior oral/written statements on those topics.

## **21. Contact**

- **Participation questions:** [info@teambrightsider.com](mailto:info@teambrightsider.com) | +1 (888) 576-0495
- **Privacy questions/requests:** [privacy@teambrightsider.com](mailto:privacy@teambrightsider.com)