



Colliga Apps Corporation  
Austin, Texas  
[www.colliga.io](http://www.colliga.io)

## PARTICIPANT COLLIGA APPS LICENSE AGREEMENT

This Participant Colliga App License Agreement (“**Agreement**” or “**Participant Terms**”) is a binding agreement between you (“**Participant**” or “**you**”) and Colliga Apps (“**Colliga Apps**”) and is effective as of the date you indicate your acceptance as explained below. This Agreement governs your use of the downloadable Colliga Apps’ software application including all related documentation and services (the “**Colliga App**”). The Colliga App is licensed, not sold, to you. Please read this Agreement carefully before using the Colliga App. By using the Colliga App, you agree to be bound by this Agreement and any applicable research study plan in which you participate, and our [Privacy Policy](#). To the extent applicable, this Agreement supplements any other Terms of Use that governs your relationship with Colliga Apps.

A link to a Portable Document Format (PDF) version of this Agreement can be found here:  
[https://colliga.io/wp-content/uploads/2022/10/colliga\\_participant\\_service\\_agreement\\_rev\\_10.5.2022.pdf](https://colliga.io/wp-content/uploads/2022/10/colliga_participant_service_agreement_rev_10.5.2022.pdf)

The terms “we”, “us” “our” and similar terms refer to the company and maker of the Colliga App, Colliga Apps. The terms “you,” “your,” “Participant,” and similar terms refer to you, public users of our services and research participants. “Researchers” refer to third party research study organizers and investigators. “Participant Terms” or “Agreement” as used herein refers to this Agreement, the Privacy Policy, and any other applicable terms and conditions. Other capitalized terms may be defined below.

### 1. Acceptance

This Agreement, which includes our Privacy Policy, is a binding legal agreement and govern your use of the Colliga App, including all features and functionalities, updates, notifications and our user interfaces, and all content and software associated therewith. By checking the “I accept” boxes during the account set up or by downloading and using the Colliga App, you accept and agree to be bound by this Agreement. If you do not agree to this, you are not authorized to use, and you should not use, the Colliga App.

**BY CLICKING THE “AGREE” BUTTON YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

You understand and agree that the Colliga App is a platform for making research studies organized and managed by third party researchers (“Researchers”) available to you. You recognize that Researchers are not agents or employees of Colliga Apps, and are not under the supervision or control of Colliga Apps. Researchers use the technological infrastructure provided by Colliga Apps to collect data from you and other Participants from your devices.

You understand that Colliga Apps will not supervise any research study in which you participate. Colliga Apps does not monitor Researchers or research studies, or play any role in the participation of Participants in research studies.

You understand that by participating in research studies through Colliga Apps, you will be providing third party Researchers personal data about yourself, including personal, health, and biometric data collected using your personal devices.

You acknowledge that the Researchers are not employed by or agents of Colliga Apps, and are not authorized to act on behalf of Colliga Apps in performing any research study, and that Colliga Apps is not liable for any acts or activities performed by Researchers.

I hereby completely and irrevocably release Colliga Apps, its affiliated entities, and their respective administrators, officers, employees and directors (collectively, the “Colliga Apps Released Parties”) from liability for any and all errors and omissions, including negligent acts, known or unknown, foreseen or unforeseen, as well as all claims, actions, or damages arising from or in connection with my participation in any research study using the Colliga App. Furthermore, I agree that the Colliga Apps Released Parties have no liability or responsibility for any errors that may occur in the electronic transmission of my account data, participant demographic data, and study data, including medical information, between me and a Researcher.

As a condition to participating in this service, I have read and acknowledge the above limitations of liability. By accepting and agreeing to this Agreement, I acknowledge and agree to assume the risks of the limitations set forth herein.

## **2. Use of the Colliga App**

**Account Registration.** In order to use the Colliga App, you will need to provide to us certain information. Forms of data collected on the Colliga App comprise:

**Account data:** information about the Colliga App account holder, representing You, an adult Participant, or You, the parent or guardian of a minor Participant: e.g., contact information, email preferences, etc.

**Participant data:** information representing a Participant associated with a particular Colliga App account: e.g., name, birthdate, gender, age, medical history, responses to a demographic surveys, approximate geographic location, household income, education, etc.

**Study data:** responses collected during a Participant's participation in a particular Colliga App study. Study data may include the types of data described in our Privacy Policy.

**Account Access.** You agree that all information you provide to us will be complete, true and correct and that you will keep it up-to-date. During the registration process, you will choose a user name and password for your use of the Colliga App. You will be responsible for securing your user name and password. You will be solely liable for any use of the Colliga App under your account and password. You agree to notify us promptly of any unauthorized use or disclosure of your password. We reserve the right to refuse use of or revoke use of any username in our discretion.

**Fees.** Basic use of the Colliga App is offered free of charge. However, we reserve the right to establish fees for use of the Colliga App at any time or to charge additional fees for premium services, data access or additional functionality.

**Own Use, at Your Own Risk.** Your use of the Colliga App shall be solely for your own use. You will comply with all applicable laws in connection with your use of the Colliga App. You will not attempt to circumvent or violate any security feature of the Colliga App, including accessing any Colliga App features, interactive areas, information or profiles for which you do not have permission or other content or information not intended for you.

### **3. License Grant**

Subject to the terms of this Agreement, Colliga Apps grants you a limited, non-exclusive, non-sublicensable and nontransferable license to download, install, and use the Colliga App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device").

**License Restrictions.** You shall not:

- a) copy the Colliga App, except as expressly permitted by this license;
- b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not copyrightable or patentable, of the Colliga App;
- c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Colliga App or any part thereof;
- d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Colliga App, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Colliga App, or any features or functionality of the Colliga App, to any third party for any reason, including by making the Colliga App available on a network where it is capable of being accessed by more than one device at any time; or

- f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Colliga App.

**Reservation of Rights.** You acknowledge and agree that the Colliga App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Colliga App under this Agreement, or any other rights thereto other than to use the Colliga App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Colliga Apps shall retain its entire right, title, and interest in and to the Colliga App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

#### **4. Use and Storage of Your Data by Colliga Apps and Researchers**

You acknowledge that when you download, install, or use the Colliga App, Colliga Apps may use automatic means to collect information about your Mobile Device and about your use of the Colliga App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Colliga App or certain of its features or functionality, and the Colliga App may provide you with opportunities to share information about yourself with others, including third party Researchers. All information we collect through or in connection with this Colliga App is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Colliga App, you consent to all actions taken by us with respect to your information in compliance with this Agreement and the Privacy Policy. Additionally, you acknowledge and are aware that the following guidelines pertain to the use and storage of Colliga App data:

- Researchers may access, view, and download local copies of Colliga App data, including account, demographic, and study data from Participants who have participated in their studies. Researchers may also keep copies of these data, indefinitely.
- Colliga Apps assumes no responsibility for losses incurred by the Researchers and Participants in the event that account, demographic, and study data stored by Colliga Apps, including account, demographic, and study data, is lost or corrupted.
- Researchers retain ownership of their own studies.
- Colliga Apps retains ownership of account and demographic data collected on the Colliga App.  
Colliga Apps may access, view, download, and share de-identified Colliga App data.
- See our Privacy Policy for more information about the data we collect and how it may be used.
- **Colliga Apps reserves the right to use any data collected on the Colliga App, including account, demographic, and study data, for the following purposes:**
  - To improve the Colliga App: e.g., detect and fix technical problems or identify new features that would be helpful
  - To develop data analysis tools for Researchers
  - To provide technical support to Researchers
  - To assess the quality of data collected on the Colliga App
  - To evaluate recruitment and Participant engagement efforts

- To recruit Researchers and Participants to use Colliga Apps' products and services

## **5. Informed Consent Guidelines**

To use the Colliga App, Researchers have agreed to obtain your informed consent to participate in each research study. Consent/assent may occur after participant account setup but must precede any other study elements.

Unless consent is confirmed, Researchers may not collect study data, and may not use any study data or other data, although the number of such records and aggregate data about the associated accounts may be reported. Researchers are responsible for storing and maintaining any necessary records of confirmation of consent/assent.

If Researchers obtain your informed consent, you hereby grant Colliga Apps the limited right to collect and transmit your study data to Researcher(s) for the purpose of performing this Agreement.

You acknowledge and agree that Researchers, and not Colliga Apps, that are responsible for obtaining your informed consent, and you further agree not to participate in any study unless and until you provide your informed consent to the relevant Researcher.

## **6. Updates**

Colliga Apps may from time to time in its sole discretion develop and provide Colliga App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Colliga Apps has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- a) the Colliga App will automatically download and install all available Updates; or
- b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Colliga App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Colliga App and be subject to all terms and conditions of this Agreement.

## **7. General Restrictions on Use of the Colliga App**

By accessing the Colliga App, you agree:

- Not to use the Colliga App in any way not explicitly permitted by this Agreement or the text located in Colliga App;
- Not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Not to copy, modify or create derivative works involving the Colliga App;

- Not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- Not to upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- Not to upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Not to misrepresent your identity or provide us with any false information in any information-collection portion of the Colliga App, such as during account creation;
- Not to take any action intended to interfere with the operation of the Colliga App;
- Not to access or attempt to access any portion of the Colliga App to which you have not been explicitly granted access;
- Not to share any password assigned to or created by you with any third-parties or use any password granted to or created by a third party;
- Not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- Not to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- Not to violate any applicable laws or regulations; and
- To comply with all applicable laws and regulations while using the Colliga App or any related websites or products.

## **8. Third-Party Materials**

The Colliga App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Colliga Apps is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Colliga Apps does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## **9. Your Representations and Warranties**

By using the Colliga App, you represent and warrant the following: **(i)** you are at least eighteen (18) years of age, **(ii)** you have the legal ability and authority to enter into this Agreement with Colliga Apps, **(iii)** the information you have provided to Colliga Apps in your account registration is accurate and complete, **(iv)** you will comply with any and all laws applicable to your use of the Colliga App, **(v)** you will not interfere with a third party's use and enjoyment of the Colliga App, **(vi)** you will not interfere with or disrupt our

security measures, and **(vii)** if any information you provide to us or a Researcher becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify us.

## **10. Termination**

We may, in our sole discretion, terminate, suspend, or modify your access to the Colliga App, or any portion thereof, without prior notice. These actions are in addition to any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance. You may terminate this Agreement by ceasing to access and use the Colliga App. Upon any termination of this Agreement you must immediately cease use of the Colliga App and delete all copies of the Colliga App from your Mobile Device. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and your warranties and indemnities shall survive any termination of this Agreement. Termination will not limit any of Colliga Apps' rights or remedies at law or in equity.

## **11. Consent to Electronic Communications**

You agree that we may send the following to you by email or by posting them on our website and any related products and services: legal disclosures; this Agreement, changes to any of the above; and other notices, policies, communications or disclosures and information related to the Colliga App. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to [contact@colligaapps.com](mailto:contact@colligaapps.com). You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from us.

Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

## **12. Disclaimers**

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, WE AND OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF OR INABILITY TO USE THE COLLIGA APP.

The Colliga App is intended for use only within the United States and its territories. We make no representation that the Colliga App is appropriate, or are available for use outside the U.S. Those who choose to access and use our Colliga App from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

### **13. Limitation of Liability**

THE COLLIGA APP IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE COLLIGA APP MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN THE COLLIGA APP FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE COLLIGA APP OR FROM THE USE OF OR INABILITY TO USE THE COLLIGA APP, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL COLLIGA APP SERVICES BE LIABLE FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

YOU AGREE THAT YOU USE THE COLLIGA APP AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE COLLIGA APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COLLIGA APP.

### **14. Intellectual Property**

All of the content available on or through the Colliga App is the property of Colliga Apps or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Colliga App to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the



Colliga App is the copyrighted work of Colliga Apps. Any copy made of information obtained through the Colliga App must include all applicable copyright notices.

## 15. General Provisions

This Agreement makes supersedes all prior agreements relating to the subject matter hereof.

We may change, suspend, or discontinue the Colliga App at any time. We will try to give you prior notice of any material changes to the Colliga App. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Colliga App.

You may not transfer any of your rights or obligations under this Agreement to anyone else without our consent. Colliga Apps may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Even after termination, this Agreement will remain in effect such that all terms that by their nature may survive termination will survive such termination.

The laws of the State of Texas govern this Agreement and any cause of action arising under or relating to your use of the Colliga App, without reference to its choice-of-law principles.

You agree that the only proper jurisdiction and venue for any dispute in any way relating to your use of the Colliga App is in the state and federal courts in Travis County, Texas. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute.

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain in full force or effect.

No delay or omission by Colliga Apps to exercise any right or power it has under this Agreement or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Colliga Apps must be in writing and signed by an authorized representative of Colliga Apps.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: **(a)** deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and **(b)** legally enforceable as a signed agreement. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Participant to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree to defend and indemnify us and our subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Colliga App.

If you have any questions about this Agreement, please contact [contact@colligaapps.com](mailto:contact@colligaapps.com).

#### **16. Dispute Resolution.**

Prior to submitting any and all claims to litigation, arbitration or any other form of binding dispute resolution, you will submit such claims to non-binding mediation and engage in a good faith effort to mediate the dispute. Any mediator shall have no prior or current relationship or affiliation with either party (other than serving as mediator in prior disputes involving a party), and shall be a person who mediates disputes on a routine basis. If the parties are unable to agree on a mediator, they shall each select a mediator and those two mediators shall select the mediator. Both parties agree that all mediation will be held in Travis County, Texas. In the event the parties are unable to resolve the dispute through mediation in which the resolution determines the party responsible for the costs of the mediator, the parties shall share equally the cost and expenses of the mediator. If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing its rights under this Agreement in addition to any other relief granted for such breach.

Last Revised: 10/5/2022