

PRIVACY POLICY

1. Policy. Nextrials, Inc., a California Corporation, and any and all related entities including but not limited to the companies, products, and services found through the following URLs:

nextrials.com

(hereinafter “NEXTRIALS”) have adopted this Privacy Policy to notify you of NEXTRIALS’ treatment of personal or personally identifiable information that (1) is transferred from the EU to the United States; (2) is recorded in any form; (3) is about, or pertains to a specific individual; and (4) can be linked to that individual (“Personal Information”) that may be collected by NEXTRIALS when you are on a NEXTRIALS web site and when you use NEXTRIALS’ services. This Privacy Policy does not apply to the practices of companies that NEXTRIALS does not own or control, or to individuals that are not under NEXTRIALS’s actual control, even if linked from NEXTRIALS web sites.

NEXTRIALS complies with the U.S.-EU Safe Harbor Framework, and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. NEXTRIALS has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor Program, and to view NEXTRIALS’ certification, please visit <http://www.export.gov/safeharbor/>.

2. Collection and Use of Personal Information. NEXTRIALS may collect Personal Information when you use certain services or purchase and access certain non-downloadable, Internet-based software through a NEXTRIALS web site. Specifically, NEXTRIALS uses your Personal Information to help you complete a transaction, to communicate with you, to provide service and support, and to update you on services, products and benefits. NEXTRIALS may also enhance or merge your Personal Information with data obtained from third parties for the same purposes. The types of Personal Information you provide to NEXTRIALS on its web pages may include, name, address, phone number, e-mail address, login credentials such as user IDs and passwords, transaction information, health information (for use, other than hosting, by licensees only), and other information. NEXTRIALS uses this Personal Information to fulfill requests for our services or products, to contact users regarding changes to our web site or business, and to customize the content that you might see on the NEXTRIALS web site.

NEXTRIALS may also collect data about usage and service operation that is not associated with specific personal identity. In particular, NEXTRIALS may log your IP address, usage statistics, and URLs when you use the NEXTRIALS web pages or collect other information via weblogs, web beacons, and web cookies to evaluate how visitors use the NEXTRIALS web sites.

You should be aware that NEXTRIALS’ web sites are not intended for, or designed to attract, individuals under the age of 18. We do not collect personally identifiable information from any person we actually know is an individual under the age of 18.

3. User Choice. NEXTRIALS does not use your Personal Information for advertisements, either for its own purposes or that of a third-party. Therefore, it is unnecessary for you to be able to opt-out of communications or choose particular types of information to receive since the only communications from NEXTRIALS to you are absolutely necessary to provide its services. Nextrials merely manages the data collected by licensees of its non-downloadable, Internet-based software. It is the responsibility of such licensees to offer any opt out to its users.

4. Sharing and Disclosure of Personal Information. NEXTRIALS will not sell, rent, lease, or transfer your Personal Information to any individual, business, or government entity, unless to: (i) respond to duly authorized information requests of governmental authorities; (ii) comply with any law, regulation, subpoena, or court order; (iii) help prevent fraud or to enforce or protect the rights and properties of NEXTRIALS; or (iv) to protect the personal safety of NEXTRIALS employees and third parties on NEXTRIALS property. NEXTRIALS will share your Personal Information with other entities only upon written request from you that NEXTRIALS share such information.

NEXTRIALS may share your information with agents, contractors or partners of NEXTRIALS in connection with services that these individuals or entities perform for NEXTRIALS. These agents, contractors or partners are restricted from using this data in any way other than to provide services for NEXTRIALS, or services for the collaboration in which they and NEXTRIALS are engaged (for example, hosting of databases, data processing services, or to provide information you requested).

We may also provide your information to a third party in connection with the sale, assignment, or other transfer of the business of this web site to which the information relates.

5. User Account Access. NEXTRIALS assigns you a username and password for access to NEXTRIALS' non-downloadable, Internet-based software. You have the ability to edit your Personal Information at any time, and may request that NEXTRIALS delete your account at your convenience. Only the licensees of the non-downloadable, Internet-based software have the ability to define user accounts and user access. Under no condition will NEXTRIALS share your user account information with another individual, business, or governmental entity, unless the requirements of paragraph 4 above are met.

6. Protection of Personal Information. All user account pages, such as web pages that display Personal Information are protected with Secure Socket Layer ("SSL") encryption. Your browser should be set to support encryption protection. All user accounts must be accessed with usernames and passwords. You are advised not to share your username and password with any other person.

Unfortunately, no security system can be guaranteed to be 100% secure. NEXTRIALS does use all commercially reasonable efforts to protect your Personal Information, but you provide all such information at your own risk.

7. Data Integrity. NEXTRIALS works to ensure that your Personal Information, which is used only for purposes compatible with and relevant to the purpose for which it was collected and authorized, is accurate, complete, current, and relevant.

8. Enforcement. NEXTRIALS Safe Harbor Compliance Committee is responsible for verifying that the Privacy Policy is accurate, comprehensive, available to you, implemented, and in compliance with Safe Harbor principles. NEXTRIALS ensures all necessary employees are trained on the Privacy Policy. Any complaints that are not satisfactorily resolved by the Safe Harbor Compliance Committee can be referred to the European Data Protection Authorities (EU DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC) investigation and resolution. We encourage interested persons to raise any concerns so that NEXTRIALS can investigate and attempt to resolve any complaints and disputes regarding use and disclosure of Personal Information.

9. Amendments. NEXTRIALS reserves the right to amend this Privacy Policy at any time. When and if the terms of this Privacy Policy are amended, NEXTRIALS shall post a notice of changes on its web site and update the “Effective Date of Privacy Policy” date at the bottom of this page.

10. Contact. Should you have any questions regarding this Privacy Policy, you may contact NEXTRIALS directly by e-mailing safeharbor@nextrials.com and write to us at the following address:

Nextrials, Inc.
Attn: Safe Harbor Compliance Committee
5000 Executive Parkway, Suite 540
San Ramon, California 94583

Effective Date of Privacy Policy: September 12, 2012