SUVODA PLATFORM TERMS OF USE

You have been granted access to Suvoda's Platform (the "Platform") either by your participation in a clinical trial (or as a caregiver to a participant in a clinical trial), or through authorized access granted to you by a customer of Suvoda (a "Customer") in order to perform certain services on a Customer's behalf, or to provide online access to Suvoda's products and services. The Platform consists of the products of Suvoda LLC, a U.S. company with corporate domicile at 181 Washington Street, Suite 100, Conshohocken, PA 19428, USA, and its Affiliates (hereinafter collectively referred to as "Suvoda," "Greenphire," "we," "our," or "us") including, but not limited to, Suvoda's Interactive Response Technology ("IRT"), eConsent, Scheduling, Greenphire Travel, Electronic Clinical Outcomes Assessment(s) ("eCOA"), Greenphire Patient Payments, Budgeting and Benchmarking, and Site Payment products and related services ("the Services"). In connection with the Services, you may also be granted access to a device, SIM card or other hardware ("Hardware"). For purposes of these Terms of Use ("Terms"), reference to the "Platform" includes Hardware and reference to "Affiliates" means any corporation or other entity that controls, is controlled by, or is under common control with the referenced party.

These Terms govern your use of the Platform and are legally binding between you (also referred to as the "User") and Suvoda. If you do not agree to be bound by these Terms, please cease use of the Platform immediately. FAILURE TO ADHERE TO THESE TERMS MAY HAVE NEGATIVE CONSEQUENCES, INCLUDING, WITHOUT LIMITATION, OUR DISABLING YOUR ACCESS TO THE PLATFORM AND/OR, IF APPLICABLE, DISABLING YOUR ABILITY TO USE THE DEBIT CARD PROVIDED TO YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE CLINICAL TRIAL.

By using the Platform, you accept and agree to be bound and abide by these Terms and our Privacy Notice, found below.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION LAWSUIT AGAINST US. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THIS ARBITRATION CLAUSE, YOU AND SUVODA AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SUVODA WAIVE ANY RIGHT TO HAVE YOUR DISPUTE DECIDED BY A COURT OR JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. **Access to the Platform.** Suvoda grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use and access the Platform, and, to the extent applicable, to perform the Services on the Customer's behalf. You acknowledge that the Platform is hosted by a third-party cloud hosting service provider (the "Hosting Provider"). Suvoda is not responsible for the acts or omissions of the Hosting Provider. A representative but non-exhaustive list of what the Platform may be used for includes: (a) allowing you to submit receipts for reimbursement; (b) viewing debit card balances and historical transactions; (c) transferring funds to your bank account; (d) reporting a lost or stolen debit card; (e) reviewing account statements; (f) providing alerts; (g) providing travel management services; (h) providing outreach, support, and educational services; (i) reviewing and executing informed consent documents; (j) completing surveys; and (l) accessing clinical trial software products and related Hardware.
2. **Changes to the Platform.** We reserve the right to improve, enhance, modify, or discontinue features or functionality of the Platform on a periodic basis (collectively, "Modifications").
3. **Security.** We have implemented safeguards that are intended to protect the personal information we collect from you from loss, misuse, unauthorized access, disclosure, alteration, and destruction. We reserve the right to suspend access to the Platform in the event of a suspected or actual security breach. However, no security system is foolproof. We are not liable for any damages incurred in connection with any unauthorized access resulting from your actions or omissions or those of any third party.
4. **Third-Party Resources.** The Platform may permit you to link to third-party software, third-party technology, and/or provide links to third-party websites, content, or resources (collectively, "Third-Party Resources"). We are not responsible for the contents of any Third-Party Resources or any changes or updates to such Third-Party Resources. Suvoda shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through any Third-Party Resources.
5. **Intellectual Property.** The Platform and all of its enhancements, upgrades, modifications, customizations, derivative works, algorithms, compilations, aggregations, source code and/or object code, and copies thereof, and all information, methods, processes, and all intellectual property contained therein (collectively, the "Intellectual Property") are and will remain the property of Suvoda. Suvoda has and will retain exclusive right and title to, all patent, copyright, trademark, trade secret, and all other intellectual property rights in and to the Intellectual Property. Nothing in these Terms will be construed as transferring any aspects of such rights to you with the exception of your limited right to use and access the Platform in accordance with these Terms of Use. Suvoda shall have the right to register patents, trademarks, and copyrights related

to the Platform with any governmental authority anywhere in the world. For the avoidance of doubt, you do not own any Hardware or any intellectual property therein or related thereto. You will take reasonable care to safeguard all Hardware and return it in good working condition as directed by the pharmaceutical, biotechnology, or medical device company sponsor (the "Sponsor") of the relevant clinical trial or study (the "Study") or the Sponsor's designee, normal wear and tear excepted. Suvoda and/or Suvoda's licensors remain the sole owner of all rights, title, and interest in the Services. Except as stated in these Terms, Suvoda does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Hardware.

6. **Confidentiality.** Suvoda's Intellectual Property as well as any other confidential or proprietary information related to Suvoda and/or the Platform ("Confidential Information") is confidential and my not be disclosed to any third parties without the express written consent of Suvoda. You will protect the confidentiality of Confidential Information in the same manner that you protect the confidentiality of your own proprietary and confidential information of like kind, but in no event less than a reasonable degree of care in protecting the Confidential Information. If you are compelled by law to disclose the Confidential Information, you will provide Suvoda with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at no cost to Suvoda, if we wish to contest the disclosure. You will return or destroy all of the Confidential Information when it is no longer needed or at the termination of these Terms, whichever comes first. Your obligations under this Section 6 will survive the termination of these Terms.
7. **Use of the Platform.** You may use the Platform in connection with the Services only, and all use shall be in accordance with these Terms and applicable law. For the avoidance of doubt, you agree to observe and comply with all applicable laws, Codes of Practice (as defined below), and any instructions or conditions notified to you by Suvoda or a relevant entity conducting the Study. "Codes of Practice" means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognized bodies or that are adopted by Suvoda or its third-party providers from time to time. All funds issued to clinical trial participants ("Participants") must be in accordance with the applicable clinical trial agreement for legitimate clinical trial-related purposes or contractually approved services for which reimbursement to Participants is lawful and appropriate, and in accordance with the Platform rules. Usernames and passwords may not be transferred or shared by more than one individual. You shall use commercially reasonable efforts to maintain internet, hardware, software, and related systems at or above the industry standard requirements. You will promptly notify Suvoda immediately of: (i) any unauthorized access or use; (ii) if any User or Participant account or personal information is lost or stolen; or (iii) if you become aware of any violation of these Terms by anyone including other Users or Participants. By using the Platform, each User represents that he or she is over 18 years of age. Suvoda reserves the right to use any technical means necessary to verify that use of the Platform complies with these Terms and to terminate any unauthorized use of the Platform.
8. **Authorization to Bind Employer and Employee Use of the Platform.** If you are using the Platform in your capacity as an employee or agent of a company or any other legal entity, you warrant that you are authorized to legally bind such company, entity, and any applicable Affiliates. If you do not have this authority, you must not accept these Terms and may not use this Platform in any manner whatsoever. If you are authorized to legally bind such company or entity, you must observe the obligations which the company or other entity must observe under these Terms when you are using the Platform.

   If you are using the Platform in your capacity as an employee or agent of a company or any other legal entity, in connection with Study subjects whose information you are accessing or amending using the Services, you represent and warrant that:
   - You have acquired the adequate written consent, or confirmed that the Participant or the Participant's legally authorized representative has adequately so consented, from or with respect to each data subject whose information you enter into the Services, with respect to the processing of such information by Suvoda, including, without limitation, the transfer of this information outside of the European Economic Area, the United Kingdom, and Switzerland;
   - You have acquired from each data subject (or caregiver of a data subject, if applicable) who may receive email or other electronic means of communication in connection with the Study, written consent to receive such messages in the form provided to you by the Sponsor; and
   - You will notify us, immediately but within no later than one (1) business day after you become aware of such fact, of any email address or other contact information to which messages should no longer be sent, whether because (i) the intended recipient of the message is not the customary user of the email address; (ii) the recipient of the message indicates, in any manner, a desire to not be contacted; or (iii) for any other reason.
9. **Use of Personal Data.** Personal Data (as defined below) may be requested from Users and/or Participants as part of the Platform registration process and subsequent use thereof. Depending on the Services being provided, we may collect and process Personal Data in order to provide financial institutions, service providers, and/or Suvoda's Customers with requested information in order to provide the Services (including the Platform), because we are legally required to do so, or as otherwise set forth in our Privacy Notice. We may also use this Personal Data in any manner permitted by law. Each User expressly grants us permission to use the Personal Data for the purposes set forth in the Privacy Notice, including, without limitation, to contact them with respect to Platform-related inquiries, surveys, customer care, and technical support related to the Services. "Personal Data" is information that uniquely identifies, relates to, describes, or is reasonably capable of being associated with or linked to you. Personal Data will be handled in accordance with our Privacy Noticeby which you agree to be bound.

10. **Health and Medical Information.** In limited cases, Personal Data may also include certain protected health information ("PHI"). PHI may be used by us for purposes, including, without limitation, the following: (a) to operate the Platform; (b) to provide relevant information to the operators or administrators of your clinical trial; (c) to process payments owed to you; or (d) as permitted by applicable law. You will not send any information or Participant Data (as defined below) through the Platform that requires immediate or urgent medical attention. You will call 911 or your healthcare provider in such situations. Nothing in the Platform is intended as a substitute for appropriate and timely contact with a healthcare provider.
11. **Contacting You.** By using the Platform, you authorize us and our Affiliates, agents, assigns, and service providers (collectively, the "Messaging Parties") to contact you and/or Recipients using automatic telephone dialing platforms, artificial or prerecorded voice message systems, text messaging systems, and automated email systems, in addition to contacting you through the Platform itself, in order to provide any and all relevant information. The Messaging Parties are authorized to make such contacts using any telephone numbers (including wireless, landline, VOIP numbers, and hereinafter developed technology) or email addresses supplied to us. By using the Platform, you expressly agree to let us contact you for the following purposes where applicable:
    1. To request your participation in surveys (each a "Survey").
    2. To provide you with various reminders, including ones reminding you: (i) about upcoming appointments; (ii) about relevant dates and activities related to your participation in the clinical trial; and (iii) to take applicable medications.
    3. To request your participation in other clinical trials (each an "Other Trial"). In order for you to use and access the Platform, you have no obligation to participate in any Other Trial.
    4. Obtain relevant consents.
12. **Data Analysis.** You authorize us and our Affiliates, agents, contractors, business partners, service providers, successors, and assigns to collect, de-identify, aggregate, compile, analyze, and/or use benchmarking, transaction or performance information, or any other data collected or generated by the Platform, including any data which you provide to us or input into the Platform (collectively, "Analytic Data"). We may use or disclose Analytic Data in our discretion; provided that if we share Analytic Data with third parties outside of the provision of the Services, such Analytic Data shall be anonymous as to you and other individuals.
13. **Participant Data.** The Platform allows you to input information and data about your participation in a clinical trial, or the participation of a clinical trial participant for whom you serve as a caregiver (collectively, "Participant Data"). You are solely responsible for all Participant Data that has been integrated into or uploaded by you to the Platform, or collected or processed by you as part of your use of the Platform. You represent and warrant that, to your knowledge, you own or have the necessary rights, licenses, consents, and permissions to create, upload, transfer, or otherwise use all Participant Data, and that, to your knowledge, the Participant Data does not infringe or violate any third party's Intellectual Property rights. Suvoda may remove any Participant Data that violates these Terms or applicable laws. You grant Suvoda the limited right to collect, use, reproduce, distribute, transmit, and make derivatives of the Participant Data solely in connection with Suvoda's provision of the Platform and any support provided.
14. **Restrictions.** Except as expressly permitted by these Terms, you shall not, and you agree not to authorize, encourage, or permit any third party to: (a) modify, adapt, alter, translate, or create derivative works from the Platform; (b) sell, license, distribute, assign, lease, rent, loan, or otherwise transfer the Platform, or make the Platform available to, or use the Platform on behalf of, any third party; (c) use any analytics, data, content, or other output created by or from the Platform on behalf of, or to perform any services for, any third party) or include such analytics, data, content, or other output in any services or products provided by you to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms in the Platform, including without limitation, any such mechanism used to restrict or control the functionality of the Platform or its authorized users, or (ii) to derive the source code or the underlying ideas, algorithms, structure, or organization from the Platform; (e) remove, modify, or obscure any proprietary notices within the Platform; (f) allow access to the Platform by anyone who is not expressly authorized by these Terms; (g) post or input any offensive, illegal, or other inappropriate data or content to the Platform, post any data or content to the Platform which could give rise to civil or criminal liability, or post or input any data to the Platform which you do not have sufficient rights to input; (h) take any action which poses a security, operational, or other threat to the proper functioning of the Platform; (i) provide access to the Platform to any person or entity that engages in illegal or deceptive trade practices or any other practices proscribed under applicable law; or (j) act or omit to act in any way in connection with your use of the Services which will or may place Suvoda or any other third party in breach of any provisions of applicable law or a code of practice, or any other licenses or authorizations.
15. **Monitoring.** Suvoda reserves the right to record, monitor, or audit activities occurring through or involving the Platform and/or investigate any allegation that any activity occurring through or involving the Platform does not conform to these Terms and applicable laws. You shall not unreasonably hinder such monitoring or auditing, and shall provide such information related to the Platform usage as is reasonably requested by Suvoda and necessary to confirm conformance to these Terms.

16. **Data Location.** You acknowledge that information will be stored in geographically diverse back-up locations. Suvoda shall store the information in accordance with all applicable laws, rules, and regulations, including applicable data protection laws.
17. **Disclaimer Of Warranties.** The Platform is made available to you "as is" and "as available", without any representations or warranties, either express or implied. By way of example, we do not guarantee, represent, or warrant that your use of the Platform will be uninterrupted, timely, secure, or error-free. You expressly agree that your use of, or inability to use, the Platform is at your sole risk. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.
18. **Indemnification.** You will defend, indemnify, and hold Suvoda and our officers, directors, employees, successors and assigns harmless from and against any losses, costs, damages, liabilities, and expenses (including attorney fees and court costs) relating to: (i) any claims, suits, or proceedings arising out of or in connection with our use of data in accordance with these Terms; (ii) any third-party subpoena or compulsory legal order or process that seeks data; and (iii) your violation of these Terms or your use of the Platform, including, but not limited to, any use of the Platform or the Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Platform or the Services.
19. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SUVODA, ITS SUCCESSORS, AND/OR ASSIGNS, AND/OR EACH OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED AS TO THE FORESEEABILITY OF THE SAME. OUR MAXIMUM LIABILITY RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, OUR BREACH OF THESE TERMS, OR ANY OTHER MATTER ARISING HEREUNDER IS ONE THOUSAND DOLLARS ($1,000).

    BY ACCESSING THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

    THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
20. **Release and Covenant Not To Sue.** YOU FULLY AND FOREVER RELEASE AND DISCHARGE SUVODA, OUR SUCCESSORS AND ASSIGNS, AND EACH OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS AND OPERATORS (EACH, A "RELEASED PARTY," AND COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, (INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS), DEMANDS, LAWSUITS, EXPENSES, AND ANY OTHER LIABILITY OF ANY KIND, OF OR TO YOU OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF IT IS DUE TO THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION, OR OTHER FAULT OF A RELEASED PARTY. YOU COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST ANY RELEASED PARTY, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS.
21. **Choice of Law.** These Terms and your use of the Platform shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (USA), without reference to otherwise applicable principles of conflicts of law.
22. **Agreement to Arbitrate Disputes.**
    a. You and we expressly agree that any dispute related to these Terms or your use of the Platform shall be submitted solely to arbitration under the auspices of JAMS, using JAMS' streamlined arbitration rules, https://www.jamsadr.com/rules-streamlined-arbitration(the "Arbitration"). The Arbitration shall be held at the JAMS office in Philadelphia, Pennsylvania (USA). Judgments may be enforced in any court in the world having jurisdiction over such matters. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) YOU AND WE WAIVE ANY RIGHT TO A TRIAL BY JURY FOR A DISPUTE RELATED TO THESE TERMS OR YOUR USE OF THE PLATFORM; AND (ii) YOU AND WE AGREE THAT NEITHER PARTY SHALL BRING ANY LAWSUIT, ACTION, PROCEEDING, OR CLAIM OF ANY

NATURE PERTAINING TO THESE TERMS OR YOUR USE OF THE PLATFORM AGAINST THE OTHER PARTY AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

b. Only if User is a "consumer" (as defined below), then the following terms shall also apply to the Arbitration: (i) any claim that falls within the scope of jurisdiction of a small claims court may be brought in such small claims court. For the avoidance of doubt, all other claims shall be submitted to Arbitration; (ii) all remedies available under applicable federal, state, or local laws shall be available in the Arbitration; (iii) the arbitrator shall be a neutral party and the consumer may participate in the process of selecting an arbitrator; (iv) the Arbitration may be held via video or at a location near the consumer's residence; (v) with respect to the cost of the Arbitration, when a consumer initiates the Arbitration, the only fee required to be paid by the consumer is $250. All other Arbitration costs must be borne by us, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services (although each party will bear their own respective legal fees). When we initiate an Arbitration, we will pay all costs associated with the Arbitration; and (vi) discovery of non-privileged information relevant to the dispute shall be permitted. For purposes of these Terms, "consumer" shall mean an individual who seeks or acquires any goods or services, primarily for personal family or household purposes, including the credit transactions associated with such purchases, or personal banking transactions.

23. **Assignment.** These Terms will insure to the benefit of and be binding upon the parties hereto, their successors, and permitted assigns. You may not assign this Agreement without Suvoda's written consent. We may assign any of our rights or delegate any of our duties under these Terms to any person or entity.
24. **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

    Termination. Your access to the Platform will be terminated upon the expiration or termination of the Customer's subscription to the Platform. In addition, your access to the Platform may be terminated earlier by the Customer or us, for any reason or no reason at all. Notwithstanding the foregoing, typical reasons that we might terminate or suspend your access to the Platform include, without limitation, your breach of these Terms, your misconduct, or due to a security, operational, liability, or other threat related to the operation of the Platform.
25. **Terms Applicable To New Jersey Consumers.** No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) product liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Suvoda reserves all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your state of residence.
26. **Entire Agreement.** These Terms, together with our Privacy Notice, reflect the entire agreement between us and you with respect to its subject matter, and supersede all previous written or oral negotiations, commitments, and writings. No promises, representations, understandings, warranties, and agreements have been made by any of the parties except as expressly referred to herein. No modification or amendment of these Terms shall be valid unless in writing signed by an authorized representative of each of us and you.

Last Updated: September 1, 2025

SUVODA PRIVACY NOTICE

Last Updated: September 1, 2025

Suvoda LLC and its affiliates ("**Suvoda**," "**Greenphire**," "**we**," "**us**," or "**our**") respect your privacy. This Privacy Notice ("**Notice**") describes the processing of Personal Information (defined below) that is provided, collected, or disclosed while providing our products or services to you, including, but not limited to, Suvoda's Interactive Response Technology ("IRT"), eConsent, Scheduling, Greenphire Travel, Electronic Clinical Outcomes Assessment(s) ("eCOA"), Greenphire Patient Payments, Budgeting and Benchmarking, and Site Payments products and related services (collectively, "**Services**"). In connection with the Services, you may also be granted access to a device, SIM card or other hardware ("Hardware").

This Notice also describes rights you may have under applicable laws. Please read this Notice carefully to understand our policies and practices regarding your Personal Information and how we will treat it. If you need this notice in a downloadable or accessible (large-print) format please click hereor contact us at privacy@suvoda.com.

Personal Information We Collect

We collect several categories of Personal Information from and about users of our Platform and Services ("you"). "**Personal Information**" means information that uniquely identifies, relates to, describes, or is reasonably capable of being associated with or linked to you. The categories of Personal Information we collect may include:

- *Contact Information*- If you submit an inquiry, register for an account, or provide information on or through our Platform or Services, we may collect your contact information including your name, username, password, mailing address, email address, company name, job title, phone number, fax number, time zone, and the contents of any messages you send to us.
- *Usage/Log Information*- When you use our Services, we may collect and maintain information (such as "logs") about your usage of the Services, including any actions you take in connection with the Studies to which you have access. In addition, we may automatically record information, including your internet protocol address ("IP Address"), geolocation of your device, device model and resolution, operating system version, browsing history, local date and time, device battery levels, log-in attempts, browser type, domain names associated with your internet service provider, readings from applicable devices (such as blood glucose levels, for example), and any other information regarding your interaction with our Services.
- *Communication Information*- We may collect Personal Information contained within your communications with us via email, chat functionality, social media, telephone, or otherwise, including through the use of artificial intelligence, and in certain cases we may use third-party service providers to do so. Where permitted by applicable law, we may collect and maintain records of calls and chats with our agents, representatives, or employees via message, chat, post, or similar functionality.
- *Clinical Trial Information*- We may collect Personal Information in connection with the use of our Services and the administration of clinical trials, including your name; maiden name; initials; email address; address; telephone number; language; social security number or other government identification number; username; password; answers to security questions; passport number, photo, and expiration date; sex; gender; residence permit, nationality, and country of issue; date and country of birth; health-related information; genetic information; Study identifier; calendar information; appointment dates and times; and other information related to Participant visits and Participants, including screening number, Participant ID or subject number, and status); information related to drug dispensation, information related to logistics requests (including service notes and frequent flyer or other rewards numbers); consent-related information including Patient and caregiver signatures; and information related to and/or provided in response to clinical outcome assessments (including information related to quality of life while participating in a clinical trial).
- *Financial Information*- If you use our Services, we may collect financial information, including via our third-party payment processor, to facilitate payments, such as bank account number; debit card number, type, and expiration date; information related to card balances and pending payments; tax ID; payee ID; social security number; and photos of your receipts for reimbursement.

If you do not provide any of this information, or if we cannot collect it for any reason, we may not be able to provide you with the Services.

How We Collect Personal Information

- *Directly From You*- We collect Personal Information that you provide to us directly, for example, if you choose to contact us, request information from us, sign up to receive updates, or otherwise utilize our Platform or Services.
- *From Third Parties*- We may collect Personal Information from third parties, including but not limited to Customers and their and our business partners, data analytics providers, mobile device providers, Internet or mobile service providers, and mobile application platform providers.
- *Through Online Tracking Technologies*- We use cookies and similar technologies in certain products to collect Personal Information automatically as you navigate our Platform. For additional information regarding our use of these technologies, see the *Cookies and Tracking Technologies policy*.

How We Use Personal Information

To the extent permitted by applicable law, we use Personal Information:

- *To provide and personalize our Services*, such as supporting clinical trial logistics; processing or fulfilling card orders; providing push notifications, notification messages, and data messages; managing token registration; processing payments; providing customer service; maintaining or servicing accounts; providing financing; verifying customer information; creating and maintaining business records; verifying eligibility; and undertaking or providing similar services. If Hardware is part of the Services, we may use and share your name and the contact information that you provide us with third parties in order to send you the Hardware that is to be used in a Study. Additionally, we may use and

provide information regarding the use of any Hardware to third parties as needed in order to provide the Services and/or Hardware, including without limitation, browsing history, software, and settings of the Hardware, and information generated by the Hardware.

- *To create audit trails*, including tracking your activities in the Services. Your activities in the Services may be labeled with your username or user identifier, first name, and last name, and will be associated with you to track your activities in the Services (the "Audit Trail"). This information will be retained by us even after your account is deleted or the Study in which you participated has been completed. This information may be shared, along with other information in connection with the Study, with the Sponsor and/or other third parties, including regulatory authorities, as may be instructed by the Sponsor, to fulfill our contractual obligations and/or pursuant to a regulatory requirement. Please see the **"How Long We Keep Your Personal Information"**section below for more information.
- *To optimize, improve, and maintain our Services*, including understanding and analyzing how users interact with our Services, gauging user interest in certain Services or functionality, soliciting feedback about our Services, and troubleshooting problems.
- *For internal research and development*, such as testing, verifying, and improving the quality of our Services or developing new ones.
- *For communicating with you*, such as responding to your questions and comments, notifying you of changes to our Services, including through the use of artificial intelligence and sending Customer Users promotional materials about our Services, including by electronic means such as emails. Please note that we may use the email address or mobile phone number that you provide to send you notifications related to the Study you are accessing or in which you are participating. These notifications are sent at the request of the Sponsor. If you wish to discontinue receiving those notifications, please contact the Sponsor directly. For legal, security, or safety reasons, such as protecting our and our users' safety, property, or rights; complying with legal and regulatory requirements; enforcing our terms, conditions, and policies; detecting, preventing, and responding to security incidents; and protecting against malicious, deceptive, fraudulent, or illegal activity.
- *As part of a corporate transaction*, such as in connection with the sale of part or all of our assets or business, the acquisition of part or all of another business or another business's assets, or another corporate transaction, including bankruptcy.
- *To fulfill any other purpose for which you provide it*, including purposes described when you provide the information or give your consent.

How We Disclose Personal Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose your Personal Information with your consent or in the following circumstances:

- *Employees and Other Personnel*– We may share Personal Information with our employees and personnel (such as contractors) who have a need to know the information for our business purposes.
- *Affiliates*– We may share Personal Information within our family of companies for their and our business and marketing purposes, including targeted advertising and communicating with you regarding your use of the Services, maintenance issues, and providing you with information about the Services we think may be of interest to you.
- *Service Providers*- – We disclose your Personal Information with the service providers/contractors that we use to support our business, including but not limited to, travel assistance and logistics partners, rideshare operators, data analytics providers, website hosting providers, and other technology providers.
- *Business Partners*– We may disclose Personal Information with trusted business partners.
- *Entities Conducting Clinical Trials*– If you are a clinical trial Participant or the caregiver of a clinical trial Participant, we may share your Personal Information in connection with the administration of trials, including with trial sites, site staff members, Sponsors, and those working on the Sponsors' behalf, including contract research organizations.
- *Financial Institutions*– If your use of the Services necessitates payments to you, such as if you are a clinical trial Participant, we may share your Personal Information with financial institutions and related parties in order to provide these payments to you, including card processors, card replacement providers, and know your customer verification providers.
- *Regulatory Agencies*– We may disclose Personal Information in conjunction with an audit by the Food and Drug Administration or other regulatory agency.
- *Legal Obligation or Safety Reasons*– We may disclose Personal Information to a third party when we have a good faith belief that such disclosure of Personal Information is reasonably necessary to (a) satisfy or comply with any requirement of law, regulation, legal process, or enforceable governmental request, (b) enforce or investigate a potential violation of any terms or agreement you have with us, (c) detect, prevent, or otherwise respond to fraud, security, or technical concerns, (d) support auditing and compliance functions, or (e) protect the rights, property, or safety of Suvoda, its employees and Customers, or the public against harm.
- *Merger or Change of Control*– We may disclose Personal Information to third parties as necessary if we are involved in a merger, acquisition, or any other transaction involving a change of control in our business, including but not limited to a bankruptcy or similar proceeding. Where legally

required, we will give you notice prior to such disclosure.

- *Other*– We may disclose Personal Information to third parties when explicitly requested by or consented to by you, or for the purposes for which you disclosed the Personal Information to us as indicated at the time and point of the disclosure (or as was obvious at the time and point of disclosure).

Cookies and Other Tracking Technologies

We and our service providers may use cookies and similar technologies to collect usage and browser information about how you use our Platform. The technologies we use for this automatic data collection may include cookies and web beacons that permit us to verify system and server integrity and generate statistics around the popularity of certain content. We process the information collected through such technologies, which may include or be combined with Personal Information, to help operate certain features of our Platform, to enhance your experience through personalization, and to help us better understand the features of our Platform that you and other users are most interested in.

- **Customer Interaction:** We enhance our customer interactions by offering features like payment processors to facilitate online payments. Each of these offerings are governed by the terms, conditions, and policies of the underlying service provider.

Google Analytics: To learn more about how Google uses data, visit Google's Privacy Policyand Google's page on "How Google uses data from Platform or apps that use our services". You may download the Google Analytics Opt-out Browser Add-onfor each web browser you use, but this does not prevent the use of other analytics tools. To learn more about Google Analytics cookies, visit Google Analytics Cookie Usage on Websites.

Selling or Sharing Personal Information– While we do not sell Personal Information of trial participants or non-participant authorized product users ("authorized users") in exchange for monetary consideration, in limited circumstances we do share Personal Information of authorized users for other benefits that could be deemed a "sale" or "sharing" under various data protection laws, because they are sometimes broadly defined to include activities such as the delivery of interest-based advertising on websites or allowing third parties to receive certain information, such as cookies, IP address, and/or browsing behavior. We similarly engage in interest-based advertising when we use data about authorized user activities on our Platform to serve authorized users ads on websites owned or controlled by third parties. It is in this context that we have provided advertising networks, data analytics providers, social networks, and video sharing platforms with Personal Information such as authorized user IP addresses, device information, Internet and other electronic network activity information, and geolocation information in the last twelve months.

Click here to review the Cookie Policy.

How Long We Keep Your Personal Information

We retain your information for as long as needed: (i) to conduct business with Customers; (ii) to fulfill the purposes outlined in this Notice; and (iii) to comply with our legal and regulatory obligations, resolve disputes, and enforce any agreements.

Criteria we will use to determine how long to retain your Personal Information include the nature of our business relationship with you; our legal rights, obligations, and retention requirements; and if we have an ongoing business purpose for retaining your Personal Information, such as communicating with you about ongoing or prospective Services you requested.

Please note that we will retain the Audit Trail as necessary to fulfill our legal, regulatory, or contractual obligations. In those cases, the Personal Information will be segregated to limit data processing and the Personal Information will be stored and retained to comply with the corresponding applicable legal, regulatory, or contractual obligations.

Links to Third-Party Websites

We are not responsible for the practices employed by any websites or services linked to or from our Platform, including the information or content contained within them. We encourage you to investigate and ask questions before disclosing Personal Information to third parties, since any Personal Information disclosed will be handled in accordance with the applicable third party's privacy policy.

In some cases, we offer links to social media platforms (like Facebook, Instagram, LinkedIn, X (formerly known as Twitter), and YouTube) that enable you to easily connect with us or share information on social media. Any content you post via these social media pages is subject to the Terms of Use and Privacy Policies for those platforms.

International Use and Cross-Border Data Transfers

If you are accessing our products, please note that our products are hosted in the United States and Europe. Where permitted by applicable law, Suvoda transfers, processes, and stores information about you on servers located in a number of countries, including the United States, which do not offer an equivalent level of protection on privacy matters that is offered in other territories such as the European Union. We may also subcontract processing to, or share your information with, third parties located in countries other than your home country.

Please note that in certain situations, we may be required to disclose Personal Information in response to lawful requests by public authorities, including in order to meet national security or law enforcement requirements.

For individuals in Japan: As mentioned in the *How We Disclose Personal Information*section above, we jointly use your Personal Information with our subsidiaries and affiliates for the purposes described in this Notice. The categories of jointly-used Personal Information are also described in the *Personal Information We Collect*section of this Notice. The party responsible for this joint use is Suvoda Software GK, Roppongi Hills North Tower 17F, 6-2-31 Roppongi, Minato-ku, Tokyo 106-0032, Japan. For more information on joint use, please contact us at privacy@suvoda.com.

Please note that your Personal Information may be transferred outside Japan. When we transfer your Personal Information to jurisdictions not recognized as "adequate" by the Personal Information Protection Commission ("PPC"), where and as required under the Japanese Act on the Protection of Personal Information, we enter into written agreements with third parties located outside of Japan. For a description of foreign systems and frameworks that may affect the implementation of equivalent measures by the third party, see here.

For more information on cross-border transfers, please contact us at privacy@suvoda.com.

We will implement security measures designed to protect your Personal Information, including by appointing a person to be responsible for controlling how personal information is handled and clarifying the scope of Personal Information to be handled by staff.

If you believe we have violated any of the rights afforded to you under the Act on the Protection of Personal Information, you may lodge a complaint with the PPC.

For individuals in the European Union, European Economic Area, Switzerland, Brazil, and the United Kingdom: Suvoda will only transfer Personal Information to third parties located outside of these regions when it has implemented appropriate safeguards for the transfer of such Personal Information through lawful and approved methods.

Currently, Suvoda complies with the EU-U.S. Data Privacy Framework ("EU-U.S. DPF"), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework ("Swiss-U.S. DPF") as set forth by the U.S. Department of Commerce, with regard to the processing of Personal Information received from the EU, the UK, and Switzerland, respectively, and with the Brazilian General Data Protection Law ("LGPD"). Suvoda has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles ("EU-U.S. DPF Principles") with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Suvoda has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program principles ("Swiss-U.S. DPF Principles" and together with the EU-U.S. DPF Principles, the "DPF Principles") with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.

If there is any conflict between the terms in this Notice and the DPF Principles and/or the Swiss-U.S. DPF Principles, the applicable DPF Principles shall govern. To learn more about the Data Privacy Framework ("DPF") program, and to view our certification, please visit https://www.dataprivacyframework.gov/.

Under the DPF program, we commit to subject all applicable Personal Information received from the EU, UK, and Switzerland to the DPF principles, in reliance on the EU-U.S. DPF, its UK extension, and the Swiss-U.S. DPF.

The Federal Trade Commission has jurisdiction over Suvoda's compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

Your choices and rights under the DPF

If your Personal Information is to be used for a new purpose that is materially different from the purpose(s) for which it was originally collected or subsequently authorized, or transferred to a non-agent third party, you will be provided, where appropriate, with an opportunity to decline to have your

Personal Information so used or transferred. Where the information in question is Sensitive Personal Information, your affirmative express consent will be obtained prior to the intended processing.

Under the DPF, as detailed in this Notice, you may, on your own behalf (where possible) or from either us or your clinical site (as applicable), seek confirmation regarding whether we are processing your Personal Information, request access to it, and ask that we correct, amend, or delete that information where it is inaccurate or has been Processed in violation of the DPF Principles.

For onward transfers

When we receive Personal Data under the DPF principle, we remain liable for any subsequent transfer of it to a third party ("Onward Transfer") unless we are not responsible for the event giving rise to any alleged damage.

How to exercise your rights, ask for more information, or lodge a complaint under the DPF

In compliance with the EU-U.S. DPF Principles, Suvoda commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to the DPF Principles. European Union, Swiss, and United Kingdom individuals with DPF inquiries or complaints should first contact (i) if you are a clinical trial Participant or caregiver, your clinical site, or (ii) if you are not a clinical trial Participant or caregiver, us directly at privacy@suvoda.comor at:

Suvoda LLC
181 Washington Street, Suite 100
Conshohocken, PA 19428
ATTN: Privacy Officer
Phone: 1-855-788-6321
Email: privacy@suvoda.com

Suvoda SRL
10 Bld I.C. Bratianu, Floor 3, District 3
Bucharest, Romania, 011413
ATTN: Privacy Officer
Phone: +40 (31) 2265529
Toll Free: 0800-896-362
Email: privacy@suvoda.com

Alternatively, if you are located in Brazil you may also contact our local representative and DPO MKR Consultoria LTDA at: greenphire.dpo@mkr.com.br

Suvoda has further committed to refer unresolved privacy complaints under the DPF Principles related to its products and services to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumersfor more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See https://www.dataprivacyframework.gov/s/article/G-Arbitration-Procedures-dpf?tabset-35584=2.

Contact Information. If there are any questions regarding this Notice or how we collect, use, store or handle Personal Information, you may contact us by sending an email to privacy@suvoda.com or by sending registered mail to:

Suvoda LLC
181 Washington Street, Suite 100, Conshohocken, PA 19428, USA
ATTN: Privacy Department

How We Protect Personal Information

We have implemented commercially reasonable measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. Unfortunately, the transmission of information via the internet is not completely secure. Despite these efforts to store Personal Information in a secure environment, we cannot guarantee the security of Personal Information during its transmission or its storage on our systems.

Exercising Your Privacy Rights

Depending on where you live (and the capacity in which you use the Services), you may have the following rights with respect to your Personal Information under applicable data protection laws:

- *Access*– The right to request access to and obtain a copy of any Personal Information we may have about you.
- *Deletion*– The right to delete your Personal Information that we have collected or obtained, subject to certain exceptions. If you wish to delete your Personal Information related to a clinical trial, please contact the Sponsor of the Study. Upon instruction from the Sponsor, we may proceed to delete Personal Information you have provided. If we delete such Personal Information, you will no longer be able to access certain Services.
- *Correction*– The right to request that we correct any inaccuracies in your Personal Information, subject to certain exceptions.
- *Opt Out of Certain Processing*– The right to: (a) opt out of the processing of your Personal Information for purposes of targeted advertising, (b) opt out of the sale or sharing of your Personal Information; (c) limit the use of your sensitive Personal Information (if applicable), and (c) opt out of profiling in furtherance of decisions that produce legal or similarly significant effects. We do not collect or process sensitive Personal Information outside of purposes permitted by law (such as section 7027(m) under the California Consumer Privacy Act Regulations), so we do not offer the option to limit its use. We also do not profile you or other individuals in a manner that would result in legal or similarly significant effects, so we do not offer an opt-out.
- *Objection/Restriction of Processing*– The right to object or restrict us from processing your Personal Information in certain circumstances.
- *Withdraw Consent*– The right to withdraw your consent where we are relying on your consent to process your Personal Information. You may also have the right to obtain information on the possibility of not providing consent and on the consequences of such denial.
- *Automated Decision-Making*– The right to know when you are subject to automated decision-making, the Personal Information used to render the decision, the principal factors and parameters involved in the decision, and human review or correction of the decision (or its underlying data, where appropriate). You may also have the right to consent or opt out of this automated decision-making, depending on your location.
- *Lodge a Complaint*– The right to lodge a complaint with a supervisory authority or other regulatory agency if you believe we have violated any of the rights afforded to you under applicable data protection laws. We encourage you to first reach out to us so we have an opportunity to address your concerns directly before you do so.

Except as otherwise noted above, to exercise any of the privacy rights afforded to you under applicable data protection laws, email us at privacy@suvoda.com. Please note that, where applicable, we may direct you to contact the Sponsor of the applicable Study to exercise your rights.

You will not be discriminated against in any way by virtue of your exercise of the rights listed in this Notice. However, should you withdraw your consent or object to processing of your Personal Information, or if you choose not to provide certain Personal Information, we may be unable to provide some, or all, of our Services to you.

Only you, or an authorized agent that you authorize to act on your behalf, may make a request related to your Personal Information. You may also make a request on behalf of your minor child. We must verify your identity before fulfilling your requests, and if we cannot verify your identity, we may request additional information from you. If you are an authorized agent making a request on behalf of another person, we will also need to verify your identity, which may require proof of your written authorization or evidence of a power of attorney. We endeavor to respond to requests within the time period required by applicable law.

We do not charge a fee to process or respond to your requests unless they are excessive or repetitive. If we determine that a request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. We may deny certain requests, or only fulfill some in part, as permitted or required by law. If you are not satisfied with the resolution of your request and you are afforded a right to appeal such decision, you will be notified of our appeal process in our response to your request.

Children's Privacy

We do not knowingly collect or solicit any Personal Information from children, as defined under applicable law, without written parental consent. If we learn that we have collected Personal Information from a child without such consent, we will promptly take steps to delete that information.

Individuals in the European Union, European Economic Area, Switzerland, Brazil, and the United Kingdom

This section provides additional information regarding Suvoda's processing of Personal Information of people located in the European Union ("EU"), European Economic Area ("EEA"), Switzerland, Brazil, and the United Kingdom ("UK") in accordance with the EU Data Protection Regulation, the LGPD, UK Data Protection Regulation, and the Swiss Federal Data Protection Act.

Legal Bases for Processing

Our legal basis for processing Personal Information depends on the Personal Information involved and the context in which we process it. Where Suvoda acts as a controller, we process your Personal Information: with your consent; where necessary to perform a contract; to comply with our legal obligations; where doing so is in our legitimate interests (including the purposes described in this Notice) and such interests are not outweighed by your rights and freedoms; where necessary to protect your vital interests or those of another natural person; and/or where necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Suvoda.

Special Category Data

Suvoda only collects Special Category Data where we have a lawful basis for doing so that is permitted under Article 9 of the GDPR, and Article 11 of the LGPD including, where necessary, to provide the Services. In order to provide the Services, we may collect data that reveals your racial or ethnic origin or health in alignment with the services we provide.

California Residents

This section provides additional information regarding Suvoda's practices pursuant to the California Consumer Privacy Act of 2018 and its implementing regulations, as amended by the California Privacy Rights Act (**"CCPA"**), where **"Personal Information"**has the definition set forth in the CCPA.

Please see the chart below for detailed information about the categories of Personal Information we have collected from California residents during the twelve months preceding the date on which this Notice was last updated and the categories of third parties to whom we sell or share Personal Information. For each category of Personal Information set forth in the chart below, the categories of third parties to whom we disclose it for a business or commercial purpose are set forth in the *How We Disclose Personal Information*section above.

Personal Information Category set forth in Cal. Civ. Code § 1798.140	Categories of Third Parties to Whom We Sell or Share Personal Information
Personal identifiers, including real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, or other similar identifiers.	Third-party service providers
California Customer Records Personal Information(Cal. Civ. Code § 1798.80(e)), including name, signature, physical characteristics or description, address, telephone number, education, employment, employment history, etc.	Third-party service providers
Characteristics of protected classificationsunder California or federal law. This may include age, veteran status, accommodation information, gender identity and expression, sexual orientation, and religion.	Third-party service providers
Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Third-party service providers
Internet and other electronic network activity information, including, but not limited to, browsing history, search history, and information about individual interactions with an Internet website, application, or advertisement.	Third-party service providers
Geolocation data, such as your IP address.	Third-party service providers

Sensory dataincluding audio, electronic, visual, thermal, olfactory, or similar information.	We do not sell or share this category of Personal Information.
Professional or employment-related information.	We do not sell or share this category of Personal Information.
Non-public education informationas defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99)	We do not sell or share this category of Personal Information.
Inferences drawn from any of the information identified above to create a profile about youreflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	We do not sell or share this category of Personal Information.
Sensitive Personal Information as set forth in Cal. Civ. Code § 1798.140, including social security number, driver's license number, state identification card, or passport number; citizenship or immigration Information; racial or ethnic origin; account access credentials (like usernames or account numbers combined with password or other security/access code to access an account); precise geolocation; genetic data; personal information collected and analyzed concerning health.	Third-party service providers

LGPD

For LGPD purposes, in addition to the privacy rights described above, data subjects may also (i) request confirmation of the data processing; (ii) request the anonymization, blocking, or erasure of data considered unnecessary, excessive, or non-compliant with data protection regulation; (iii) request the portability of Personal Information, where applicable; (iv) request the erasure of Personal Information processed upon the data subject's consent, except in cases of legal exceptions; (v) request information about public and private entities with which the controller has shared data; (vi) request information concerning the consequences of denying consent; and (vii) lodge a complaint with the Brazilian Data Protection Authority ("ANPD").

All requests to exercise the rights of the data subjects will be analyzed and, if they cannot be met, due justification will be presented.

To exercise rights in Brazil, please contact the Local DPO MKR Consultoria LTDA. suvoda.dpo@mkr.com.br.

Changes to this Notice

Please note that we may modify or update this Notice from time to time, so please review it periodically. If we make material changes to how we treat Personal Information, we will notify you according to applicable law. Unless otherwise indicated, any changes to this Notice will apply immediately upon posting to our website at https://www.suvoda.com/suvoda-privacy-policy-and-terms-of-use. You are responsible for periodically visiting such Platform to check for any changes.

Contact Us

If you have any questions about our practices or this Notice, please contact us at privacy@suvoda.com.