Attachment 2: Consent form for virtual focus groups

Form Approved
OMB No. 0920-0990
Exp. Date 09/30/2016

Consent Form

Thank you for taking the time to join us today. This focus group is being conducted by Research Triangle Institute International (RTI), a non-profit research organization. The Centers for Disease Control and Prevention (CDC) and March of Dimes has asked us to conduct six virtual focus groups about medication use during pregnancy. In total, we plan to speak with roughly 72 individuals as part of our series of focus groups.

Our discussion should last no longer than 90 minutes today.

There are no right or wrong answers. You may refuse to answer any questions you do not want to answer. Your participation in this study is completely voluntary, and you may stop at any time. There will be no negative consequences if you choose to not participate or to stop at any time.

There is a minor risk of psychological discomfort on the part of the participants because some of the questions ask about issues related to reproductive health and taking medications during pregnancy. Please know that your responses will be kept secure and no names will be reported with our summary.

You will be asked to provide a name for the purpose of moderating the discussion. We request that you make up a user-name for the purpose of this discussion.

All focus group data will be treated securely and will not be disclosed. Neither your name nor your contact information will be included in our data file, and analyses will be conducted using a de-identified data file. Your responses will be aggregated and a summary report provided to the CDC and March of Dimes. Careful attention will be paid to protecting your anonymity.

We hope your participation will help the CDC and March of Dimes develop of communication messages and materials for women about risks and benefits of taking medication during pregnancy in an effort to help reduce the risk of birth defects and other negative birth outcomes.

The focus group will be audio recorded so we may ensure our notes are accurate and complete. The audio recordings will be deleted once the project is complete.

As a token of appreciation for your interest, you will receive a check in the amount of $50. You should receive it within 5-7 business days. If you do not receive the check, please contact Molly Lynch at 1-800-334-8571 (extension 22709).

If you have any questions about your rights as a study participant, you may call Molly Lynch toll-free at 1-866-RTI-1958 then extension x22709 or you can call RTI's Office of Research Protection at (919) 316-3358 in Durham, NC or 1-866-214-2043 (a toll-free number).

Do you consent to participate in this study?

Click here for Yes: Click here for No:

TERMS OF USE AGREEMENT

BETWEEN USER AND INTERACTIVE TRACKING SYSTEMS INC (itracks)

In the event that a signed Service Agreement between Itracks and the User or User's employer is in place, the signed Service Agreement will supersede the Terms of Use Agreement. This Terms of Use Agreement ("Agreement") between the User and Itracks supersedes all other prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Itracks with respect to Itracks Websites and Applications.

ACCESS AND ABILITY TO ACCEPT TERMS OF SERVICE

You affirm that you are 16 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Users of itracks Websites who are under 16 years of age must have Itracks' prior written consent.

You may not access Itracks Websites if you are shareholder or employee of a direct competitor of Itracks.

NON-USE AND CONFIDENTIALITY

Information and materials made available to you in any Itracks Application may contain trade secrets, confidential or proprietary information of Itracks' customer, suppliers or licensors. You agree to hold such information strictly confidential and not download, disclose, copy, or distribute it in any manner. You also agree not to forward any Itracks Application invitations you receive to another party.

PRIVACY

By using Itracks Websites and Itracks Applications you consent to the data privacy practices located at www.itracks.com/privacy-statement.

MODIFICATIONS OF THESE TERMS OF USE

Itracks Websites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of Itracks Websites constitutes your agreement to all such terms, conditions, and notices.

These terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Itracks without restriction.

Itracks reserves the right to change the terms, conditions, and notices under which Itracks Websites are offered, including but not limited to the changes that may be associated with the use of ITracks Websites.

LINKS TO THIRD PARTY SITES

ITracks Websites may contain links to other Websites (“Linked Sites”). The Linked Sites are not under control of Itracks and Itracks is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Itracks is not responsible for webcasting or any other form of transmission received from any Linked Site. Itracks is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Itracks of the site or any association with its operators.

USE OF APPLICATIONS

Itracks Websites may contain bulletin board and focus group services, survey tools and surveys, data monitoring, video conferencing, diaries, blogs, chat areas, news groups, forums, communities, user profile areas, personal web pages, calendars, mobile capacities, management tools related to same, and/or other message, or communication facilities designed to enable you to communicate with the public at large, an individual or with a group (collectively, "Applications"). An Itracks Application is a software application containing compiled and rendered code owned or licensed by Interactive Tracking Systems Inc. (Itracks).

As a condition of your use of Itracks Websites and Applications, you warrant to Itracks that you will not use Itracks Websites or Applications for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use Itracks Websites or Applications in any manner which could damage, disable, overburden, or impair Itracks Websites or Applications, or interfere with any other party’s use and enjoyment of Itracks Websites or Applications. You agree not to circumvent, disable or otherwise interfere with security-related features of Itracks Websites or Applications, or features that prevent or restrict use or copying of any content or enforce limitations on use of Itracks Websites or Applications or the content therein. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Itracks Websites or Applications.

As an Itracks Website or Application User:

- You may submit image content ("Image Content") and embed video links ("Embed Video"), and other website or URL hypertext links ("Site Links"). Image Content, Embed Video, and Site Links are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Itracks does not guarantee any confidentiality with respect to any User Submissions.
- You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Itracks to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Itracks Websites or Applications and these Terms of Service.
- You have been granted a non-exclusive license to access your User Submissions through the Applications, and to use, reproduce, distribute, display and perform such User Submissions as

permitted through the functionality of the Applications and under these Terms of Service. The above licenses granted by you in Image Content terminate within a commercially reasonable time after you remove or delete your Image Content from the Itracks Application, or upon completion or cessation of the project you are affiliated with. You understand and agree, however, that Itracks may retain, but not display or distribute server copies of User Submissions that have been removed or deleted. The above licenses granted by you are perpetual and irrevocable.

- You understand that when using Itracks Websites or Applications, you will be exposed to User Submissions from a variety of sources, and that Itracks is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Itracks with respect thereto, and agree to indemnify and hold Itracks, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

By way of example, and not as a limitation, you agree that when using Itracks Websites or Applications, you will NOT:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Itracks all of the license rights granted herein.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Conduct pyramid schemes or chain letters.
- Download any file posted by another user of an Application that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Violate any code of conduct or other guidelines which may be applicable for any particular Application.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Itracks does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Itracks expressly disclaims any and all liability in connection with User Submissions. Itracks does not permit copyright infringing activities or infringement of intellectual property rights on Itracks Websites or Applications, and Itracks will remove all Image Content and Embed Video if properly notified that such Image Content or User Submission infringes on another's intellectual property rights. Itracks reserves the right to delete User Submissions without prior notice for any reason.

Itracks has no obligation to monitor the Applications. However, Itracks reserves the right to review materials posted to an Application and to edit, refuse to post, or to remove any information or materials, in whole or in part, in Itracks' sole discretion. Itracks reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Itracks reserves the right to terminate your user or member access to any or all of the Applications at any time without notice for any reason whatsoever.

Always use caution when giving out any personally identifying information about yourself or others in any Application. Itracks does not control or endorse the content, messages or information found in any Application and, therefore, Itracks specifically disclaims any liability with regard to the Applications and any actions resulting from your participation in any Application.

FEES

If you are the primary owner of projects conducted on Itracks Websites or Applications, you agree to pay the associated fee for such access, if applicable. Whether or not fees are associated with your use of Itracks Websites or Applications, your use of Itracks Websites or Applications is considered your acceptance of the terms, conditions and notices contained herein.

WARRANTY DISCLAIMER

You agree that your use of Itracks Websites and Applications shall be at your sole risk. To the fullest extent permitted by law, Itracks, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with Itracks Websites and Applications and your use thereof. Itracks makes no warranties or representations about the accuracy, completeness or content of Itracks Websites and Applications or the content of any sites or applications linked to Itracks Websites and Applications and assumes no liability or responsibility for:

1. Any errors, mistakes, or inaccuracies of content
2. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Itracks Websites or Applications,
3. Any unauthorized access to or use of Itracks secure servers and/or any and all personal information and/or financial information stored therein,
4. Any interruption or cessation of transmission to or from Itracks Websites or Applications,
5. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through Itracks Websites or Applications by any third party, and/or
6. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via Itracks Websites or Applications.

Itracks does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Itracks Websites or Applications, or any hyperlinked website or featured in any banner or other advertising, and Itracks will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATION OF LIABILITY

In no event shall itracks, itracks affiliates, Apple Inc. or any of their and itracks officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:

1. Errors, mistakes, or inaccuracies of content;
2. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Itracks Websites or Applications;
3. Any unauthorized access to or use of Itracks secure servers and/or any and all personal information and/or financial information stored therein;
4. Any interruption or cessation of transmission to or from Itracks Websites or Applications;
5. Any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through Itracks Websites or Applications by any third party; and/or
6. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via Itracks Websites and Applications, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Itracks shall not be liable for User Submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Itracks Websites and Applications are controlled and offered by Itracks from its facilities. Itracks makes no representations that Itracks Websites or Applications are appropriate or available for use in your jurisdiction or organization. Those who access or use Itracks Websites or Applications do so of their own volition and are responsible for compliance with local law.

INDEMNITY

You agree to defend, indemnify and hold harmless Itracks, its parent corporation, Itracks affiliates, Apple Inc. or any of their and Itracks officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to Itracks Websites or Applications;
- your violation of any term of these Terms of Use;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that one of your User Submissions caused damage to a third party.

This defense and indemnification obligation will survive these Terms of Use and your use of Itracks Websites and Applications.

TERMINATION/ACCESS RESTRICTION

Itracks reserves the right, in its sole discretion, to terminate your access to Itracks Websites and Applications or any portion thereof at any time, without notice.

COPYRIGHT AND TRADEMARK NOTICES

Itracks Websites and Applications are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Itracks Websites and Applications are licensed, not sold. All title and copyrights in and to the Itracks Websites and Applications are owned by Itracks. All title and intellectual property rights in and to the content which may be accessed through use of Itracks Websites and Applications are the property of the respective content owner and also may be protected by applicable copyright or other intellectual property laws and treaties.

GENERAL

To the maximum extent permitted by law, this Agreement is governed by the laws of the Province of Saskatchewan, Canada, and you hereby consent to the exclusive jurisdiction and venue of courts in the Province of Saskatchewan, Canada, in all disputes arising out of or relating to the use of Itracks Websites or Applications. Use of Itracks Websites and Applications is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Itracks as a result of this Agreement or use of Itracks Websites or Applications. Itracks' performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Itracks' right to comply with governmental, court and law enforcement requests or requirements relating to your use of Itracks Websites or Applications or information provided to or gathered by Itracks with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COMMENTS OR QUESTIONS

If you have any comments or questions regarding this Terms of Use Agreement please send an email to contracts@itracks.com.