

TrialON AI Data Policy

How TrialON and its approved vendors handle data within the platform.

Last updated: October 15, 2026

01 About TrialON

TrialON is an AI-enabled platform built for clinical research sites to accelerate clinical trial activation. The platform extracts protocol details, reuses confirmed data across startup documents, generates draft documents for site review, and flags affected documents when protocols or study details change.

TrialON is not a general-purpose large language model, AI chatbot, data broker, electronic data capture (EDC) system, or electronic trial master file (eTMF). TrialON centers human-in-the-loop design principles: all AI-generated outputs require human review and approval before use.

02 Policy scope

This policy describes how TrialON and its approved vendors, including AI providers, handle data within the platform. It covers all documents uploaded to and data entered into the platform in connection with clinical trial startup workflows by a clinical research site or site network that has entered into an agreement with TrialON to use the platform (a “Customer”), together with all outputs the platform generates from them (“Customer Data”). Customer Data includes protocols, study documents, and other materials that originate from a clinical trial sponsor or contract research organization (“Sponsor Data”).

This policy is intended to help Customers and their sponsors understand the platform’s design and the safeguards TrialON applies to data processed on the platform. Customer agreements and applicable data protection terms govern legal rights and obligations and control if they conflict with this policy.

03 Permitted use

TrialON and its approved vendors may process Customer Data only as needed to deliver Customer-authorized services, such as extracting protocol data, comparing documents, flagging inconsistencies, and preparing drafts, or as otherwise described in this policy or required by law. As between TrialON and the Customer, the Customer retains all rights to Customer Data, and TrialON retains all rights to the platform and its underlying technology. TrialON does not sell Customer Data or use it for advertising.

TrialON may use information about how users interact with the platform, such as feature usage and error reports, to maintain and improve the platform; this information does not include the content of Customer Data.

TrialON may also process Customer Data to create data that cannot reasonably be used to identify, or be linked to, any Customer, sponsor, contract research organization, study, or individual (“De-identified Data”). De-identified Data is not Customer Data. TrialON owns De-identified Data and may use it to maintain, improve, and develop

the platform and for other lawful business purposes. TrialON takes reasonable measures to ensure that De-identified Data cannot be re-identified, does not attempt to re-identify it, and contractually requires any third party that receives it to do the same.

04 Closed system

Each Customer's data is kept in a separate account within the platform. TrialON processes Customer Data only within that Customer's account and only to provide services to that Customer, except as otherwise described in this policy. Customer Data is accessible only to that Customer's authorized users, to TrialON personnel who need access to provide the services, and to approved vendors and subprocessors as described in this policy.

TrialON does not use one Customer's data to provide services to any other Customer, except in the form of De-identified Data, and no Customer can access another Customer's data. Customers are responsible for managing their authorized users and access permissions and for keeping account credentials secure.

05 No model training

Neither TrialON nor its approved AI providers use Customer Data, including Sponsor Data, to train or fine-tune AI models unless the Customer gives prior written consent. Using Customer Data within the Customer's own account to deliver the services, such as reusing confirmed data across that Customer's documents, is not model training. TrialON may use De-identified Data to improve the platform, including TrialON's own models.

TrialON currently accesses Amazon Bedrock and Google Gemini Enterprise Agent Platform through enterprise services under terms that do not permit the providers to use Customer Data to train or improve their models. More information is available from [Amazon Bedrock Security and Privacy](#), [Gemini Enterprise Agent Platform and zero data retention](#), and [Data, privacy, and security for Models sold by Azure in Microsoft Foundry](#).

06 Data protection

TrialON treats Customer Data, including Sponsor Data, as confidential. Customer Data is hosted and stored in the United States, and TrialON's approved vendors process Customer Data in the United States. Customer Data is encrypted in transit and at rest using industry-standard encryption. TrialON personnel with access to Customer Data are bound by confidentiality obligations.

If TrialON is legally required to disclose Customer Data, TrialON will notify the Customer before disclosure where legally permitted. Customer Data is not used in public chatbots or unapproved AI tools and is not used in demonstrations or development environments without the Customer's prior written consent.

07 Sensitive information and data TrialON does not process

The platform is designed to process clinical trial startup documents, such as protocols, feasibility materials, and regulatory and budget documents, and limited information about site personnel needed to prepare those documents. The platform is not designed to receive protected health information or other information about

patients or study participants. Customers must not submit that information, and TrialON does not review submissions for it.

TrialON does not act as a business associate for the platform unless TrialON and the Customer agree otherwise in writing. If TrialON becomes aware that patient or participant information has been submitted, TrialON may delete that information or any document containing it and will notify the Customer. Customers must provide only information they are authorized to share with TrialON and that is reasonably needed for their use of the platform.

08 Approved vendors

TrialON's approved vendors, sometimes called subprocessors, that receive Customer Data include cloud hosting and storage providers and AI model providers. TrialON assesses each vendor for confidentiality, security, training restrictions, human access, retention, and deletion before the vendor receives Customer Data. TrialON's agreements with approved vendors require them to process Customer Data only as needed to provide services to TrialON and to protect it with appropriate security measures.

A vendor that does not train on Customer Data may still retain it temporarily for limited purposes, such as security or abuse monitoring, as permitted by the vendor's terms. TrialON maintains a current list of approved vendors that receive Customer Data, including each vendor's name, function, and processing location, which is available to Customers on request. TrialON changes approved vendors in accordance with the applicable Customer agreement.

09 Retention and customer requests

TrialON retains Customer Data while the Customer's agreement is in effect unless the Customer requests deletion sooner. When the agreement ends, TrialON deletes or returns Customer Data in accordance with the applicable Customer agreement. Deleted data may remain in backup systems for a limited period until it is overwritten in the ordinary course.

TrialON is not a system of record, and Customers are responsible for keeping final versions of their documents in their own systems as their regulatory and contractual obligations require. Customers may request information about how their data is processed, or access, correction, return, or deletion of Customer Data, by contacting TrialON at **contact@trialontechnology.com**.

If a Customer opts into features that store data in systems the Customer controls, such as Microsoft OneDrive, data stored in those systems is governed by the Customer's arrangements with those providers and not by this policy.

10 Human oversight and incidents

AI outputs may be inaccurate or incomplete and require human review. Regulatory, legal, financial, and informed consent materials require explicit sign-off by the Customer's authorized personnel before use. The platform is designed to require a user to review and accept AI suggestions before they are used, and Customers are responsible for reviewing and approving all outputs before use.

If TrialON confirms a security incident that results in unauthorized access to Customer Data, TrialON will notify affected Customers, provide available information about the incident, and take reasonable steps to contain and remediate it in accordance with the applicable Customer agreement.

11 Changes to this policy

TrialON may update this policy from time to time. If TrialON makes a material change to how it uses Customer Data, TrialON will notify Customers before the change takes effect. The current version is available at <https://trialontechnology.com/ai-data-policy> and shows the date it was last updated. Updates to this policy do not change the terms of an existing Customer agreement.

This policy was last updated on October 15, 2026.