



## TERMS OF PARTICIPATION IN A REGISTRY FOR RESEARCH PROJECTS

LAST UPDATED: September 15, 2023

These Terms of Participation in a Registry for Research Projects (these “**Terms of Participation**”) are a legal agreement between you and The Constellation Project, Inc. (“**Constellation, we, us, our**”) and apply to the services to be rendered by Constellation as further described herein (“**Services**”) for the purposes and under the terms and conditions described below.

You acknowledge and agree that you are agreeing to these Terms of Participation and to Constellation’s [Terms of Use](#) and Constellation’s [Privacy Policy](#), and that you have read and understand and accept them when you submit your consent to these Terms of Participation. Unless otherwise defined herein, the meanings of defined terms in these Terms of Participation shall be the same as in Constellation’s [Terms of Use](#) and in Constellation’s [Privacy Policy](#) and apply to all Services.

**NOTE: THESE TERMS OF PARTICIPATION CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION AGREEMENT, INCLUDING CLASS ACTION WAIVER, WHICH APPLIES TO THESE TERMS OF PARTICIPATION AND ALSO APPLIES TO AND CONTROLS THE TERMS OF USE AND PRIVACY POLICY, AND WHICH AFFECTS YOUR RIGHTS UNDER THESE TERMS OF PARTICIPATION, THE TERMS OF USE AND THE PRIVACY POLICY WITH RESPECT TO CLAIMS OR DISPUTES YOU MAY HAVE WITH CONSTELLATION.**

Constellation’s nonprofit mission includes the expansion of our multipart dataset (“**Dataset**”) that strives to assemble information about LGBTQ+ parents/guardians/caregivers, and parents/guardians/caregivers of LGBTQ+ children throughout the United States (“**Parents**”), in order to (i) help expand membership and support for non-profit and other entities serving Parents (“**LGBTQ+ Partners**”) and (ii) facilitate public health and public policy research on the Parent population. Constellation’s activities (collectively, the “**Projects**”) include, among other things, maintaining, expanding and enriching the Dataset; recruiting participants to participate in the Dataset and in the Projects; conducting outreach campaigns; screening, analyzing, and appending information included within the Dataset; pseudonymizing, de-identifying, and/or aggregating (individually or collectively, “**De-personalizing**”) information for research, analytics and other purposes; using information to assist our LGBTQ+ Partners with their projects and advocacy; and assisting qualified researchers to recruit candidates for public health and public policy related research. Constellation may perform these activities itself or using partners or service providers. In addition to the information provided in these Terms of Participation, please see Constellation’s [Privacy Policy](#) for more information about how Constellation generally collects, uses, and discloses information that it obtains about individuals whose information it collects in furtherance of the Projects, and about visitors to Constellation’s website ([www.theconstellationproject.org](http://www.theconstellationproject.org)) and to the microsites jointly branded with and operated by our LGBTQ+ Partners where such microsites include a link to Constellation’s Privacy Policy and Constellation’s Terms of Use (the “**Sites**”).

You need not register with Constellation simply to visit and view the Sites. However, if you desire to participate in one or more Projects (“**Research Projects**”) for which, pursuant to these Terms of Participation, you authorize Constellation to provide your information to Researchers (as defined in paragraph 3, below), then you must submit your consent to these Terms of Participation with Constellation, and provide to us your name, email address and ZIP Code. You must be at least 18 years of age and a citizen or permanent resident of the United States to submit your consent to these Terms of Participation and to participate in any of the Projects. You are not required to submit your own or a family member’s LGBTQ+ status, but you understand when you submit your consent that the Projects relate to Parents who identify, or who have a child who identifies, as LGBTQ+.

1. By submitting your consent to these Terms of Participation, you are agreeing to the collection, use and disclosure of your information pursuant to these Terms of Participation and Constellation’s [Terms of Use](#) and [Privacy Policy](#), and you agree that Constellation will include, as part of our Dataset, any information that you submit to us. Constellation’s [Privacy Policy](#) describes how Constellation uses and discloses information that we obtain about individuals whose information we collect, in furtherance of the Projects.

2. Please note that disclosure of your information to LGBTQ+ Partners is one of the ways in which Constellation may disclose your information, which, along with other disclosures, is described in detail in Constellation’s [Privacy Policy](#). Your information is maintained by LGBTQ+ Partners according to their own privacy policies, which may differ from Constellation’s [Privacy Policy](#), and we are not responsible for the acts of the LGBTQ+ Partners in processing your information.

3. You hereby authorize Constellation to provide your name, email address, ZIP Code, and any additional information you provide to us to one or more academic medical centers, government-funded research organizations, policy institutes, non-profit service organizations or other organizations that Constellation or its designee for this purpose determines, in its sole and absolute discretion, are conducting desirable public health or public policy research within the scope of Constellation’s charitable mission (“**Researchers**”), and are seeking persons who have specified characteristics to participate in research studies (“**Studies**”). These Researchers will then have the opportunity to evaluate your suitability for Studies. Constellation may, but is not obliged to, inform you that it is releasing or has released your information to a particular Researcher. Researchers will be contractually obligated to maintain the confidentiality of the information that they receive from Constellation, but Constellation does not otherwise (i) evaluate, approve, review or endorse Researchers, Studies or any programs or activities of any Researchers to which your information is provided, (ii) determine how your information that is provided to any Researcher or for any Studies is used, or (iii) guarantee that your information will be used in any Studies.

4. You hereby give permission for Researchers to which Constellation has provided your information to contact you directly to determine your suitability to participate in Studies.

5. Constellation does not guarantee that it will provide your information to any Researcher or that any Researcher will contact you as a result of Constellation’s providing your information to any Researcher. Except as described in these Terms of Participation, Constellation is not affiliated with any Researcher or Studies, nor does Constellation evaluate, approve, review, or endorse any Researcher or Studies. It is anticipated that some individuals who may serve, from time to time, on Constellation’s non-fiduciary, unpaid Board of Scientific Advisers, which provides ongoing advice on scientific topics to Constellation, may seek to become Researchers to whom Constellation releases your

information under these Terms of Participation. Such Scientific Advisers who seek to become Researchers must nonetheless meet all the requirements in Section 3, above, including the contractual requirement to maintain the confidentiality of information received from Constellation. Your submitting your consent to these Terms of Participation and providing your information to Constellation in no way means that you are giving informed consent to participate in Studies. These Terms of Participation are neither an advertisement for Studies in general nor an advertisement for any specific Studies, but rather permit Constellation to disclose some or all of your information to Researchers, and those Researchers will then have the opportunity, should they choose, to evaluate that information and contact you directly to determine your suitability to participate in Studies. The obligations to inform you about taking part in any Studies and, if you choose to participate, to obtain your informed consent, if required, are the responsibility of the Researchers. Constellation has no control over, and does not participate in any way in, the selection process by which Researchers choose persons as research subjects, or the conduct of any Studies.

6. Constellation is not engaged in, has no special expertise regarding, and you should not rely on us for the rendering, delivering, furnishing, or referring you to providers of professional services of any kind, including without limitation any social services, health care, therapeutic, medical, clinical, legal nor other professional services, care, advice or referral. The information you provide to us will not be "protected health information" under the Health Insurance Portability and Accountability Act (HIPAA). The information provided to Constellation by you and by Constellation to you is not intended to be used by any individual or entity for diagnosing, treating, resolving or obtaining advice or a referral regarding any social services, interpersonal, legal or health issue, and is not a substitute for appropriate expert professional advice or care. If you have or suspect you may have such an issue, you should consult the appropriate healthcare, legal or social services provider, agency or professional. In addition, Constellation is not a Researcher, licensed health care or social services provider, legal services provider, a fiduciary or trustee to you, nor a health plan or health plan sponsor or health insurance entity to you, and you are not Constellation's patient, client or health plan participant or member.

7. Constellation does not guarantee that it will actually use or disclose your information or store your information indefinitely.

8. You will not be compensated in any way for information Constellation collects from and about you, and this includes information that may be De-personalized as part of the Projects. You hereby waive ownership or other property rights (if any) in any and all information or data created from any of your information that you provide or that Constellation receives, including without limitation your information in De-personalized form.

9. Although you do not pay Constellation for its Services in connection with Researchers, Studies, the Projects or other activities, Constellation anticipates that it will receive some form of compensation for Services it renders in connection with these and related activities from certain Researchers, LGBTQ+ Partners, or other entities, to help cover costs and support Constellation's nonprofit mission.

10. Constellation's [Terms of Use](#) and Constellation's [Privacy Policy](#) each provide procedures for Constellation to change, update, add or remove provisions. You understand and accept those procedures. We may make changes to these Terms of Participation from time to time. If we make any changes to these Terms of Participation that materially affect our practices with regard to the personal information that we have previously collected from you or our Services, we will endeavor to provide you with notice at least 30 days in advance of such change by

highlighting the change on [www.theconstellationproject.org](http://www.theconstellationproject.org), or by mailing or emailing to you at your last known home or email address. If you do not agree to such change(s), then you must stop using the Sites and any Services provided by Constellation and you should discontinue your participation in the Services by sending a request to withdraw to:

The Constellation Project, Inc.  
142 West 57th Street, Floor 11  
New York, NY 10019-3590

Our [Privacy Policy](#) offers you the choice and a procedure to modify the information you have provided to us, or to withdraw your information from the Dataset at any time. Please note, however, that if you opt out of, or withdraw from the Dataset, our LGBTQ+ Partners may continue to use your information that we disclosed to them before your withdrawal and their information upon which we provided updates, analysis, augmentation or revision before your withdrawal; you are still permitting us and we will continue to use your information in De-personalized form; and we may still obtain your information on a going forward basis from you, from LGBTQ+ Partners, or from other entities that provide us with information about individuals. Please note also that your withdrawal applies to personal information over which we are a controller. You may have direct relationships with our LGBTQ+ Partners, researchers or other parties, and we recommend that you contact them directly to review their privacy policies, their terms and/or to exercise your rights.

11. We protect your personal information as described in our [Privacy Policy](#). HOWEVER, IT IS IMPOSSIBLE TO STATE WITH CERTAINTY THAT YOUR INFORMATION IS IMPENETRABLE TO THOSE WITHOUT AUTHORIZED ACCESS. WE TAKE REASONABLE STEPS TO MINIMIZE THAT POSSIBILITY, BUT THAT IS A RISK YOU TAKE IN SUBMITTING YOUR INFORMATION TO CONSTELLATION. CONSTELLATION SPECIFICALLY DISCLAIMS LIABILITY FOR UNAUTHORIZED INTERCEPTION OR INFILTRATION OF YOUR INFORMATION. MOREOVER, WE CAN MAKE NO ASSURANCES FOR THE TIMES YOUR INFORMATION WILL BE OUT OF OUR DIRECT CONTROL, DURING BOTH TRANSMISSION AND STORAGE. CONSTELLATION SPECIFICALLY DISCLAIMS LIABILITY FOR MISAPPROPRIATION OF YOUR INFORMATION. YOU ALSO HEREBY AGREE THAT CONSTELLATION SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY ACT OR OMISSION OF ANY THIRD PARTY.

12. You are not intended to be a third-party beneficiary of any agreement we may have now or in the future with any LGBTQ+ Partners or any other third parties, including, without limitation, any breach of any contractual promise to keep your information confidential. If you have a claim against any of the foregoing, you will have no right of action against Constellation in connection therewith, and you will not seek to join Constellation in any claim against any of the foregoing, nor will you seek to join any of the foregoing in any claim against Constellation.

13. The ways Constellation may share your information, as described herein and in Constellation's [Privacy Policy](#), include corporate transfers, including by acquisition or merger, as part of a bankruptcy or insolvency proceeding, or otherwise. To request protection of your information under certain limitations on the use, sale, or lease of "personally identifiable information" by a trustee in bankruptcy under §363(b)(1) of the United States Bankruptcy Code or the corresponding section of any future federal bankruptcy code, you and Constellation respectfully request that these Terms of Participation and the publication of our [Privacy Policy](#) on one or more of the Sites be understood, by any court of competent jurisdiction proceeding under that section, to be a "disclosure" to you (as defined by that section) of Constellation's [Privacy Policy](#).

14. These Terms of Participation will be governed by, and construed and interpreted under, the substantive laws of New York State without regard to any conflict of laws rules or principles.

15. You agree that by (i) entering your first name, last name, email address and ZIP Code, (ii) checking a box marked “Yes” to consent to the [Privacy Policy](#), [Terms of Use](#) and Terms of Participation (and to the privacy policy and terms of use of the applicable LGBTQ+ Partner, if any), and (iii) clicking “Submit” from one of the Sites shall have the same force and effect as if you had manually signed these Terms of Participation. The terms and conditions of these Terms of Participation shall be effective for a perpetual duration, but you may withdraw your information from the Dataset pursuant to our Privacy Policy under the terms set forth in these Terms of Participation. You permit Constellation to accept as authentic any submission from the email address you previously entered in connection with the Terms of Participation, or any submission by US Mail stating the first name, last name, email address and ZIP Code you previously entered in connection with these Terms of Participation. Constellation may, but is not required to, confirm with an email to your new or previous email address of record, withdrawals made in response to your request, and in any event may rely on the submission and make no further effort to obtain confirmation. You also agree that Constellation may at any time terminate some or all of the Research Projects and/or your individual participation in any Research Projects, for any reason. Constellation’s [Privacy Policy](#) will still apply to your personal information after any such termination.

#### 16. **DISPUTE RESOLUTION - ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

PLEASE READ THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER CAREFULLY. IT AFFECTS YOUR RIGHTS.

MOST USER CONCERNS REGARDING THE SERVICES CAN BE RESOLVED QUICKLY AND TO A USER’S SATISFACTION BY CONTACTING US BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED ONLY TO THE CONSTELLATION PROJECT, INC., C/O CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808. ANY PHYSICAL OFFICE OF CONSTELLATION IS NOT AUTHORIZED TO RECEIVE LEGAL NOTICES. HOWEVER, IF A USER COMPLAINT DOES NOT SOLVE THE PROBLEM, THEN THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“**ARBITRATION AGREEMENT**”) FACILITATE THE PROMPT AND EFFICIENT RESOLUTION OF ANY DISPUTES THAT MAY ARISE BETWEEN YOU AND CONSTELLATION REGARDING THESE TERMS OF PARTICIPATION, YOUR USE OF THE CONSTELLATION SERVICES, OR THE TERMS OF USE OR THE PRIVACY POLICY.

ARBITRATION IS A FORM OF PRIVATE DISPUTE RESOLUTION IN WHICH PERSONS WITH A DISPUTE AGREE TO SUBMIT THEIR DISPUTE TO A NEUTRAL THIRD PERSON (THE ARBITRATOR) FOR A BINDING DECISION, RATHER THAN HAVE THEIR DISPUTE DETERMINED IN A LAWSUIT IN COURT, BEFORE A JUDGE OR JURY. YOU GIVE UP THOSE RIGHTS TO A COURT ADJUDICATION BY A JUDGE OR JURY AND INSTEAD AGREE TO ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED IN ARBITRATION. THE RIGHT TO APPELLATE REVIEW OF AN ARBITRATOR’S DECISION IS MUCH MORE LIMITED THAN IN COURT, AND IN GENERAL AN ARBITRATOR’S DECISION MAY NOT BE APPEALED FOR ERRORS OF FACT OR LAW.

FOR THE PURPOSE OF THIS ARBITRATION AGREEMENT, “**CONSTELLATION**” MEANS THE CONSTELLATION PROJECT, INC., AND ITS PARENTS, SUBSIDIARIES, AND AFFILIATED COMPANIES OR ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS,

DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, DATA HOSTS, SUCCESSORS AND ASSIGNS. THE TERM "DISPUTE" MEANS ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND CONSTELLATION REGARDING ANY ASPECT OF YOUR RELATIONSHIP WITH CONSTELLATION, INCLUDING THESE TERMS OF PARTICIPATION, THE [TERMS OF USE](#), THE [PRIVACY POLICY](#), OR THE SERVICES, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESS BEHAVIOR), OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND INCLUDES THE VALIDITY, ENFORCEABILITY OR SCOPE OF THIS ARBITRATION AGREEMENT (WITH THE EXCEPTION OF THE ENFORCEABILITY OF THE CLASS ACTION WAIVER CLAUSE BELOW). "DISPUTE" IS TO BE GIVEN THE BROADEST POSSIBLE MEANING THAT WILL BE ENFORCED.

YOU AND CONSTELLATION EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED BELOW, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

### **Pre-Arbitration Dispute Resolution**

For all Disputes you must first give Constellation an opportunity to resolve the Dispute. You must commence this process by mailing written notification by registered or certified mail, return receipt requested, addressed only to The Constellation Project, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Any physical office of Constellation is not authorized to receive legal notices. That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Constellation does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

### **Arbitration Procedures**

If this Arbitration Agreement applies and the Dispute is not resolved as provided above ("**Pre-Arbitration Dispute Resolution**") either you or Constellation may initiate arbitration proceedings. The service upon Constellation of any Demand for Arbitration and/or any notice of commencement of arbitration shall be by mailing written notification by registered or certified mail, return receipt requested, addressed only to The Constellation Project, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Any physical office of Constellation is not authorized to receive legal notices. The American Arbitration Association ("**AAA**"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a representative or class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

For arbitration before the AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Arbitration Agreement governs in the event it conflicts with the

applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because your contract with Constellation, including these Terms of Participation, the [Privacy Policy](#), and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and state law and the applicable statute of limitations or conditions precedent to suit.

The arbitration proceedings shall take into account applicable principles of legal privilege and related protections, including the confidentiality of attorney-client communications and attorney-work product. No party or witness shall be required to waive any privilege recognized at law.

### **Arbitration Award**

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by the FAA or applicable state law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

### **Location of Arbitration**

You may initiate arbitration in either New York County, State of New York, or in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution. In the event that Constellation initiates an arbitration, it may only do so in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution, unless you and Constellation make a written agreement for another location for the arbitration.

### **Payment of Arbitration Fees and Costs**

Constellation will pay all arbitration filing fees and arbitrator’s costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, your attorneys and/or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Constellation as provided in the section above titled “Pre-Arbitration Dispute Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover from Constellation your actual and reasonable attorney’s fees and costs as determined by the arbitrator.

### **Class Action Waiver**

You and Constellation agree that the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) unless both you and Constellation specifically agree in writing to do so following initiation of the arbitration. Neither you, nor any other user of the Services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding.

### **Limitation of Procedural Rights**

You understand and agree that by entering into this Arbitration Agreement, you and Constellation are each agreeing to resolve Disputes by arbitration, which provides for decision by an arbitrator rather than a judge or jury in a public court. In the absence of this Arbitration Agreement, you and Constellation might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided above, those rights are waived, and you instead agree to resolve Disputes by arbitration. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration than in court.

### **Severability**

If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court.

### **Continuation**

This Arbitration Agreement shall survive your discontinued use of the Sites, Services, and/or your participation in any of the Research Projects.

### **17. Survival of Terms**

The terms of these Terms of Participation and of the [Terms of Use](#) and [Privacy Policy](#) shall survive your discontinued use of the Sites, Services, and/or your participation in any of the Research Projects.