

LEGAL DISCLAIMER

Agard Research Associates Inc.

A New Jersey Nonprofit Corporation

Effective Date: March 4, 2025

Last Updated: August 25, 2026

This Legal Disclaimer describes the basis on which Agard Research Associates Inc. ("ARA," "we," "us," or "our") sends and receives communications. It applies to email, SMS and text messaging, telephone calls and voicemail, virtual meetings, postal mail, and any other medium through which we correspond.

It supersedes and replaces the Communications Disclaimer previously published on our website.

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1. GENERAL DISCLAIMER

We accept no liability for the content of any communication, or for the consequences of any action taken on the basis of information contained in it, unless that information is subsequently confirmed in writing by a representative authorized to bind ARA. Section 5 explains who that is.

Opinions expressed in a communication are those of the individual sender and do not necessarily represent the official views or positions of ARA, of its Board of Directors, or of any donor, funder, partner, or affiliated institution.

Our published research and analysis reflect the information available and the methods applied at the time of writing. Findings may be superseded by later evidence. Preliminary and working material is identified as such and should not be cited as a settled conclusion.

Nothing we communicate is legal, medical, financial, tax, investment, or other professional advice. Correspondence with us does not create an attorney-client relationship, a fiduciary relationship, or any other professional relationship, and it does not create a duty of care on our part. If your question requires professional judgment, consult a qualified professional.

As a nonpartisan research institute, we do not endorse or oppose any candidate for public office, and no communication from us should be read as doing so.

2. CONFIDENTIALITY NOTICE

Communications from ARA, including emails, telephone calls, voicemails, text messages, postal mail, and any attachment or enclosure, are intended solely for the individual or entity to whom they are addressed. They may contain confidential, proprietary, or legally privileged information belonging to ARA, to its affiliates, or to a third party to whom we owe a duty of confidence.

Privilege attaches only where the law confers it. Nothing in this notice creates privilege where none exists, and nothing in it creates a duty of confidence in a recipient who has not otherwise assumed one.

Unauthorized review, use, disclosure, reproduction, or distribution of a confidential communication is prohibited. Where you are bound by a separate confidentiality agreement with us, that agreement governs and this section does not narrow it.

3. NOTICE TO UNINTENDED RECIPIENTS

If you have received a communication from us in error, please notify the sender immediately, or write to info@agardresearchassociates.org if you cannot identify the sender, and then permanently delete or destroy the communication and any copy of it.

If you are not the intended recipient, you are notified that disclosing, copying, recording, forwarding, distributing, or taking any action in reliance on the contents is prohibited.

Inadvertent transmission does not waive any confidentiality, privilege, or other right held by ARA or by any third party, and does not constitute consent to further use or disclosure.

We may ask you to confirm that you have deleted the communication. We appreciate a reply, and we will not treat a good faith report of a misdirected message as a wrongful act on your part.

4. RECORDING AND MONITORING

Telephone calls, voicemails, and virtual meetings may be recorded or monitored for quality assurance, accuracy of record, compliance, or documentation. Recording is not routine, and we do not record by default.

HOW CONSENT IS OBTAINED

Where a communication is recorded, we say so at the beginning of that communication and give you the opportunity to decline. If you decline, we will either continue without recording or, where a record is genuinely necessary, offer you an alternative such as written correspondence.

Federal law and the law of New Jersey permit recording with the consent of one party to the communication. A number of other states require the consent of every party. Because our correspondents are located in many jurisdictions, **we obtain the consent of all participants rather than relying on the law of any single state**, and we do not treat your continued participation as consent in the absence of notice.

WHAT THIS SECTION DOES NOT COVER

- **Research interviews and study participation.** Recording is governed by the informed consent you give for that study, not by this disclaimer. Nothing here overrides a consent form, a retention period stated in it, or your right to withdraw.
- **Use of ARA systems by our own personnel.** Directors, officers, volunteers, contributors, and collaborators using ARA accounts and platforms are subject to the monitoring provisions of the agreements governing their access.

SENSITIVE INFORMATION

Please do not include sensitive or personally identifiable information in a voicemail, unencrypted email, or text message. Where we need such information, we will ask for it through a verified and secure channel. Our handling of personal data is described in our Privacy Policy.

5. AUTHORIZED REPRESENTATIVES

ARA is bound only by a statement made by a person authorized to bind it. Under our governing documents and internal procedures:

- Only an officer authorized for the purpose may sign an agreement on behalf of ARA
- Only the Chief Executive Officer may commit ARA to a formal partnership or collaboration
- Only a designated spokesperson may speak to the media on behalf of ARA
- Public statements attributed to ARA require internal approval before release

A statement, quotation, estimate, commitment, or representation made by any other person, or made informally by an authorized person, does not bind ARA and may not be relied upon. **If a commitment matters to you, ask for it in writing and confirm it at info@agardresearchassociates.org.**

6. RESEARCH COMMUNICATIONS AND PARTICIPANT CONSENT

Where we correspond with you as a participant, prospective participant, or subject of research, the terms of your informed consent govern that relationship. Where this disclaimer and a consent form differ, **the consent form controls**.

Participation is voluntary. You may withdraw at any time, without giving a reason and without penalty, and doing so does not affect any other dealings you have with us.

7. PROTECTED DISCLOSURES

Nothing in this disclaimer, and nothing in any confidentiality notice appended to a communication from us, prohibits or discourages you from:

- Reporting a suspected violation of law to a government agency, regulator, or law enforcement body
- Participating in an investigation or proceeding conducted by such a body
- Making a disclosure protected by whistleblower, anti-retaliation, or public interest legislation
- Exercising a right that cannot lawfully be waived

You are not required to notify us before making such a report, and **we do not retaliate against any person for making one in good faith**. Our internal reporting route is described in our Whistleblower Policy, but you are free to bypass it.

8. SECURITY LIMITS OF ELECTRONIC COMMUNICATION

Email, SMS, and similar media are not secure. Messages may be intercepted, corrupted, delayed, lost, arrive incomplete, or contain malicious code. **We do not accept liability for any of these outcomes where they arise from the transmission itself rather than from our own act or omission.** We recommend that you verify the integrity of any message and scan attachments before opening them.

Please do not send us confidential, sensitive, or privileged material by unencrypted email or text message unless we have asked you to. If you send us unsolicited material, we cannot guarantee that it will be treated as confidential, and sending it does not create an obligation of confidence on our part.

If you believe a communication from us has been compromised, or you discover a security vulnerability, write to security@agardresearchassociates.org.

9. VERIFYING THAT A COMMUNICATION IS GENUINELY OURS

Impersonation of nonprofit organizations is common. Genuine communications from ARA come from the following:

- Email from an address ending in **@agardresearchassociates.org** or **@agardassociates.org**
- SMS or telephone from a number we have identified to you in writing
- Postal mail bearing our address at 859 US Highway 130, Ste 5 PMB 5020, East Windsor, NJ 08520-2900

We will never ask you, by email, text message, or telephone, to send a wire transfer, purchase gift cards, transfer cryptocurrency, provide a password or multi-factor authentication code, or change payment instructions for an existing arrangement. A request of that kind is not from us, however convincing it appears and whatever name or title it carries.

If you receive a communication purporting to come from ARA and you are unsure whether it is genuine, do not reply to it and do not act on it. Contact us independently at info@agardresearchassociates.org or on a telephone number published on our website, and we will confirm.

10. SCOPE AND APPLICATION

This disclaimer applies to all communications originating from or directed to ARA, including:

- Email sent from or received at our official domains
- SMS and text messages sent from or received at numbers we operate
- Telephone calls, voicemails, and virtual meetings conducted by our representatives
- Postal mail and other written correspondence

It applies to communications sent by directors, officers, volunteers, interns, fellows, research affiliates, contractors, collaborators, and guests acting in that capacity.

This disclaimer describes the basis on which we communicate. **It does not by itself create a contract between you and us**, and it does not displace any separately executed written agreement. Where a separate agreement addresses the same subject, that agreement controls for the scope of that engagement.

11. RELATIONSHIP TO OUR OTHER POLICIES

This disclaimer sits alongside the following, each of which is available on our website:

- Privacy Policy, which describes how we handle personal data
- Terms of Use, which governs use of our website and services
- Cookie Policy
- Data Subject Access Request Procedure
- Accessibility Statement

Where this disclaimer and our Privacy Policy address the same subject, the Privacy Policy controls as to the handling of personal data. Where this disclaimer and our Bylaws or a Board-adopted policy address the same subject, the Bylaws and the Board-adopted policy control as to our internal governance.

If any part of this disclaimer, or of any material we send you, is inaccessible to you, write to accessibility@agardresearchassociates.org and we will provide it in a format you can use, at no charge.

12. GOVERNING LAW

This disclaimer is governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles. Nothing in it deprives a consumer of a right conferred by the mandatory law of their place of residence.

13. CHANGES TO THIS DISCLAIMER

We may revise this disclaimer to reflect changes in our practices or in applicable law. The current version is published on our website with the Last Updated date shown above. A revision applies to communications sent after it is posted, and does not retroactively alter the basis on which an earlier communication was sent.

This disclaimer is reviewed at least annually.

14. CONTACT

Agard Research Associates Inc.
859 US Highway 130, Ste 5 PMB 5020
East Windsor, NJ 08520-2900
United States
Email: info@agardresearchassociates.org
Telephone: +1 (732) 646-6497

DIRECTED INQUIRIES

- **Privacy and data rights:** data@agardresearchassociates.org
- **Security and suspected impersonation:** security@agardresearchassociates.org
- **Accessibility:** accessibility@agardresearchassociates.org
- **SMS support:** sms@agardresearchassociates.org
- **Copyright and DMCA:** copyright@agardresearchassociates.org

By corresponding with Agard Research Associates Inc. through any channel, you acknowledge that you have been given notice of the terms of this disclaimer.

END OF LEGAL DISCLAIMER

Agard Research Associates Inc. · A New Jersey Nonprofit Corporation · EIN 33-3784865
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