

STN Keep & Share ProgramSM

Elsevier B.V. Databases

These STN Keep & Share Program – Elsevier B.V. Databases terms and conditions are in addition to the [STN Information Keep & Share Program General Database Terms and Conditions](#). The following **Elsevier B.V.** (the “Database Provider”) use and distribution restrictions (the “Restrictions”) apply to the STN customer and its users’ (collectively, the “Customer”) use of the Database Provider files on STN (each a “Database”). In the event of any conflict between the terms of these Restrictions and the STN Information Keep & Share Program General Database Terms and Conditions, these Database Provider terms shall control.

Any use of the Database outside the rights set forth below without the express written permission of the Database Provider is strictly prohibited. These terms and conditions are subject to change from time to time at the discretion of Database Provider and/or CAS, and such changes will be effective immediately upon notice or publication of changes.

1. DATABASE USE RESTRICTIONS

A. Customer shall not:

- i. abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Database, except to the extent necessary to make it perceptible on a computer screen to users;
- ii. remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Database;
- iii. use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Database;
- iv. use the Database in combination with an artificial intelligence tool (including training an algorithm, test, process, analyze, generate output and/or develop any form of artificial intelligence tool);
- v. post individual items from the Database on social networking sites;
- vi. substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Database; or
- vii. use computational methodologies including perform searches, analyses, on individual items retrieved from the Database.

B. Customer shall not use any of the content retrieved from the Database for commercial resale and the information derived from the Database is only for use by the Customer.

2. DISCLAIMER OF WARRANTY

- A. The Database Provider represents that the Database was formulated with a reasonable standard of care and in conformance to professional standards in the field. While the Database Provider strives to provide unbiased, factual coverage, the accuracy or completeness of the documents used as sources cannot be guaranteed.
- B. EXCEPT WITH RESPECT TO THE FOREGOING AND AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THESE RESTRICTIONS, THE DATA PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DATABASE AND ITS CONTENTS, AND SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS. CONSEQUENTLY, THE DATABASE PROVIDER CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGES ARISING FROM THE USE OF THE DATABASE. IN NO EVENT WILL THE DATABASE PROVIDER BE LIABLE FOR CONSEQUENTIAL DAMAGES.
- C. No responsibility is assumed by the Database Provider for any injury and/or damage to persons or property as a matter of (products or services) liability, negligence or otherwise, or from any use or operation of any methods, products, instructions or ideas contained in the material herein.
- D. Because of rapid advances in the medical sciences, independent verification of diagnoses and drug dosages should be made.