

## STN Information Keep & Share Program<sup>SM</sup>

### FSTA Database

These STN Keep & Share Program – FSTA terms and conditions are in addition to the [STN Information Keep & Share Program General Database Terms and Conditions](#). The following **FSTA** (the “Database Provider”) use and distribution restrictions (the “Restrictions”) apply to the STN customer and its users’ (collectively, the “Customer”) use of the FSTA Database file on STN (the “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.

Recipient may use data from FSTA in accordance with the guidelines of the STN Data Re-Use Feature and these DATABASE PRODUCER SPECIAL CONDITIONS. The downloading of a significant part of the FSTA database is not allowed; the STN Data Re-Use Feature may be used within the following guidelines:

- (a) electronic storage of records is limited to 10,000 documents;
- (b) records may only be stored electronically for 1 year. You must contact the Database Producer for written permission to exceed these guidelines. The Customer must do his/her best efforts in preventing a theft or inadvertent illicit dissemination of FSTA records. You must display the following copyright notice conspicuously at least once on each packet of information you distribute: Copyright (CURRENT YEAR) International Food Information Service (IFIS Publishing).

#### Information Brokerage:

You may make and provide one copy of information you have obtained from FSTA to your customer outside your organisation, for whom you have been engaged to conduct specific searches, provided that you place our copyright notice on the material. (You may keep a copy for backup purposes.) Your customer may subsequently use the information according to these Guidelines. When invoicing your customer, you are not permitted to increase the price of FSTA records on the itemised invoice, but you are permitted to add in your own search fee. Warranty and liability

WHERE THE DATABASE INCLUDES ABSTRACTS, THESE WERE DEVELOPED TO ASSIST CUSTOMERS IN FINDING APPROPRIATE INFORMATION SOURCES AND CUSTOMERS SHOULD CONSULT THE FULL TEXT OF THE ORIGINAL SOURCES BEFORE REACHING OR SUGGESTING CONCLUSIONS BASED ON THE CONTENTS OF THE ABSTRACT. IFIS PUBLISHING USES ALL REASONABLE EFFORTS TO ENSURE THAT THE DATABASE CONTAINS AN ACCURATE REPRESENTATION OR INTERPRETATION OF THE ORIGINAL SOURCE FROM WHICH THE DATABASE ABSTRACTS WERE COMPILED. THE

PRESENCE IN OR ABSENCE FROM THE DATABASE OF ANY REFERENCE TO INFORMATION, DATA, EVENTS, RESEARCH OR DEVELOPMENTS DOES NOT IMPLY THE SPECIFIC EXISTENCE OR THE NON-EXISTENCE THEREOF, NOR DOES IFIS PUBLISHING CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH IFIS PUBLISHING EXCLUDE AND DISCLAIM. IN VIEW OF THE ABOVE, ALL LIABILITY IS DISCLAIMED FOR THE ACCURACY, COMPLETENESS OR FUNCTIONING OF THE DATABASE.

IFIS PUBLISHING ASSUMES NO RESPONSIBILITY FOR THE CUSTOMER'S USE THEREOF AND IFIS PUBLISHING SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES AS A RESULT OF SUCH USE, EVEN IF MADE EXPRESSLY AWARE OF THE POSSIBILITY THEREOF. SAVE IN RESPECT OF DEATH OR PERSONAL INJURY, LIABILITY FOR WHICH CANNOT BE EXCLUDED OR LIMITED, IFIS PUBLISHING SHALL NOT IN ANY OTHER CIRCUMSTANCES BE LIABLE FOR MORE THAN \$1,000 (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY).

Some jurisdictions do not allow the exclusion or limitation of certain implied warranties or liability for incidental or consequential damages, so the above exclusion or limitation may not apply to each Customer and does not exclude any implied warranties or conditions which may not under applicable law be excluded. This limited warranty gives you specific legal rights and is in addition to any other legal rights you may have, which vary from one jurisdiction to another.

THIS AGREEMENT DOES NOT AFFECT YOUR STATUTORY RIGHTS.