

## **Ovid's Terms of Use & Copyright Policy**

OVID TERMS AND CONDITIONS FOR ONLINE SERVICES NOTICE: ACCESS OR USE OF THIS ONLINE SERVICE IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE THIS ONLINE SERVICE.

The following terms and conditions govern access and use of this online service, and the applications, services and materials provided herein ("Online Service"). You are only permitted access to this Online Service if you are, and only for so long as you are, an authorized user pursuant to an agreement between Ovid Technologies, Inc. or one of its affiliates ("Ovid") and a subscribing entity, organization or individual ("License Agreement"). If you are not an authorized user, you must immediately cease all use of this Online Service. These terms of use constitute a legal agreement ("Agreement") between you and Ovid concerning your use of the Online Service.

By accessing, browsing and/or otherwise using this Online Service you acknowledge that you have read, understood and agreed to be bound by this Agreement, and you agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. For purposes hereof, "you" or "your" shall include yourself, your organization and any entity you represent or on the behalf of which you use the Online Service. If you do not agree to all of these terms and conditions, you may not access, browse and/or use this Online Service. The material provided on this Online Service is protected by law, including, but not limited to, United States copyright law and international treaties.

This Agreement applies to your access to and use of this Online Service and does not alter in any way the terms and conditions of any other agreement you may have with Ovid for products, software, services or otherwise, unless otherwise directed by Ovid. In the event that the terms of this Agreement conflict with the License Agreement, the terms of the License Agreement will govern and take precedence. If you fail to comply in any way with these terms and conditions, your authorization to access and to use this Online Service automatically terminates and you must immediately destroy any downloaded or printed materials and discontinue use of any hyperlinks to this Online Service. Any breach of this Agreement by you shall constitute a breach of the License Agreement.

### **Authorized Use and Restrictions**

**Authorized Use.** This Online Services and the materials herein may only be used for your internal management, reference and informational purposes (collectively, the "Authorized Use"). You may only access the Online Services, print limited copies of the materials from the Online Services, and make

limited local electronic copies of select materials from the Online Services through the save feature within the Online Services, for the Authorized Use. The Authorized Use expressly excludes: (i) redistribution, retransmission, publication, transfer or commercial or other exploitation of the materials from the Online Service, in whole or in part; (ii) preparation of derivative works or incorporation of the Online Services materials, in whole or in part, in any other work or system; (iii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; (iv) incorporation of any part of the Online Services materials in printed or electronic Course or Study Packs; and (v) uploading, downloading, copying or redistributing the Online Services materials in their entirety or lengthy sequence, including, but not limited to, creating an archive of Online Services materials. Upon any termination of the License Agreement or termination of your right to access any particular content pursuant to a License Agreement, unless otherwise specified in the License Agreement, you must destroy, as applicable, all copies of materials obtained from the Online Services, or all copies of the content for which access was terminated. Copyright. All Online Service materials, including, without limitation, text, pictures, graphics and other files and the selection and arrangement thereof are copyrighted materials of Ovid or its licensors, all rights reserved. Except for the Authorized Use specified above, you may not copy, modify or distribute any of the Online Service materials. You may not “mirror” any material contained on this Online Service on any other server. Any unauthorized use of any material contained on this Online Service may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

Trademarks. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on this Online Service are registered and unregistered trademarks, service marks and/or trade dress of Ovid or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Service is granted to you.

Hyperlinks. You are granted a limited, nonexclusive right to create a “hypertext” link to this Online Service provided that such link is to the entry page of this Online Service and does not portray Ovid or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use framing techniques to enclose the Online Service or any Ovid trademark, logo or trade name or other proprietary information including the images found at the Online Service, the content of any text or the layout/design of any page or any form contained on a page. Links to third party websites on this Online Service are provided solely as a convenience to you. If you use these links, you will leave this Online Service. Ovid has not reviewed all of these third party websites and does not control and is not responsible for any of these third party

websites, their content or their policies, including, without limitation, privacy policies or lack thereof. Ovid does not endorse or make any representations about third party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Online Service, you do so entirely at your own risk. You acknowledge and agree that Ovid shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third party websites.

**Limited Access.** Any access or attempt to access for any reason areas of the Ovid computer system or other information thereon (except for the limited portions of the Online Service that you have expressly been provided access to pursuant to a License Agreement) is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Web pages on the Online Service or the content contained herein in whole or in part. You will not spam or send unsolicited email to any other user of the Online Service for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on Ovid’s infrastructure.

**Username and Password.** You agree not to give or make available your username or password or other means to access your account to any unauthorized individuals. You remain responsible for all access to this Online Service via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use this Online Service, you must immediately notify Ovid at [support@ovid.com](mailto:support@ovid.com).

#### Removal of Content and Other Terms and Conditions

Notwithstanding anything in this Agreement or the License Agreement to the contrary, Ovid may, at any time, remove, restrict or impose additional conditions on access to the Online Service and the content accessible herein. In addition, Ovid’s licensors may change the terms and conditions applicable to content accessible on the Online Service or impose additional terms and conditions to the content accessible on the Online Service, including, but not limited to, changes in the amount and types of license fees, how content may be accessed, and how content may be used. In such event, such modified or additional terms and conditions shall apply to your use of the Online Service and the content accessible herein.

#### Indemnification

You agree to defend, indemnify and hold harmless Ovid, its licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your use of the Online Service; (ii) your violation of this Agreement or the License Agreement; (iii) incomplete or inaccurate information or data provided by you; (iv) unauthorized use of any content or materials available on or through the Online Service; or (v) any content you upload or post to the Online Service, including, as applicable, to My Projects. Ovid reserves the right, at its discretion, to assume or participate, at your and your organization's expense, in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without Ovid's prior written consent unless such settlement includes a complete release of Ovid from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, Ovid.

#### Warranty Disclaimer

THIS ONLINE SERVICE, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. OVID AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT.

OVID AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THIS ONLINE SERVICE, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS ONLINE SERVICE OR ANY OTHER WEBSITE LINKED TO THIS ONLINE SERVICE. THE MATERIALS OF THIS ONLINE SERVICE MAY BE OUT OF DATE, AND OVID MAKES NO COMMITMENT TO UPDATE THE MATERIALS AT THIS ONLINE SERVICE. OVID DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS ONLINE SERVICE, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. OVID DOES NOT WARRANT THAT THIS ONLINE SERVICE, SOFTWARE, MATERIALS, PRODUCTS, OR

SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THIS ONLINE SERVICE, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

#### Medical Disclaimers

THIS ONLINE SERVICE PROVIDES NO MEDICAL OR OTHER PROFESSIONAL ADVICE. YOU ACKNOWLEDGE THAT A LICENSED PROFESSIONAL IS RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL OR OTHER PROFESSIONAL JUDGMENT, AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE ONLINE SERVICE BY SUCH PROFESSIONAL. MEDICAL INFORMATION, IF ANY, IN THE ONLINE SERVICE IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, AND JUDGMENT OF PROFESSIONAL MEDICAL PERSONNEL. OVID AND ITS LICENSORS DISCLAIM ALL LIABILITY FOR THE USE OF ANY INFORMATION PROVIDED BY, OR RESULTS OBTAINED FROM, THE ONLINE SERVICE. OVID AND ITS LICENSORS ARE NOT LIABLE FOR YOUR ACTIONS OR THE ACTIONS OF OTHERS WHICH MAY RESULT IN ANY LIABILITY DUE TO MALPRACTICE OR FAILURE TO WARN. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE ONLINE SERVICE. IN THE EVENT OF A MEDICAL EMERGENCY, IMMEDIATELY SEEK EMERGENCY MEDICAL ASSISTANCE.

#### Limitation of Liability

IN NO EVENT WILL OVID AND ITS LICENSORS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THIS ONLINE SERVICE, ANY WEBSITES LINKED TO THIS ONLINE SERVICE, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICE IS AT YOUR OWN RISK, IF OVID SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE ONLINE SERVICE, OVID'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF \$1000 OR THE AMOUNT OF FEES PAID TO OVID BY YOUR SUBSCRIBING ORGANIZATION FOR THE APPLICABLE PORTION OF THE ONLINE SERVICES IN THE PRECEDING SIX (6) MONTHS. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, OVID AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

#### Trial Use

If you are using this Online Service (or accessing certain content herein) on a trial basis pursuant to a License Agreement or other trial basis authorized by Ovid, you may use this Online Service (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and restrictions. At the conclusion of the trial period, you shall (i) cease all use of the Online Service (or accessing the trial content); (ii) delete any copies of content from the Online Service or data derived therefrom from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to Ovid any physical copies of such content in your possession.

#### Journals@Ovid Post-Subscription Access Policy

As a leading provider of electronic full text journals in the fields of science, technology, and medicine, Ovid recognizes the importance of ensuring access to full text data for customers who decide not to renew an online subscription. Accordingly, wherever permitted by our publishing partners and not ruled out by this or other factors, we are committed to providing ongoing access to content added to a journal during the customer's original subscription period. This policy is designed to address the needs of our customers

in providing continuity of access, while taking into consideration publisher, author and other copyright requirements.

Where continuing access is permitted, all requirements regarding copyright and fair use, stated in the customer's original license with Ovid, continue to apply. However, access may be subject to change without notice.

For more information about Journals@Ovid or our post-subscription access policy, please contact your local Ovid representative or distributor or email us at [support@ovid.com](mailto:support@ovid.com).

#### Pay-Per-View

If you are using the Online Service under pay-per-view (PPV) access, you may access or use only the content for which you have paid in full any associated PPV fees and such access or use is subject to all terms and conditions herein, including, but not limited to, the Authorized Use and restrictions.

#### My Projects

In the event that Ovid makes available to you its My Projects component of the Online Service, you agree to the following additional terms: (i) you represent and warrant to Ovid that you have all necessary rights to access, copy, modify and store any third party files or content you include in My Projects; (ii) you agree to indemnify, defend, and hold harmless Ovid and its officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from any files or content you store in My Projects; (iii) Ovid may, at any time, without notice to you, terminate your access to My Projects, review all files and content you have stored in My Projects, and delete or require you to delete any files or content within My Projects; (iv) unless otherwise determined by Ovid, all files and content within My Projects will automatically be deleted after 12 months; and (v) Ovid may, at any time, without notice to you, limit the amount of files and content you may store in My Projects.

#### Government Restricted Rights

The materials on this Online Service are provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the License Agreement. Use of the materials by the government constitutes acknowledgment of Ovid’s or other owner’s proprietary rights in them.

#### Digital Millennium Copyright Act (DMCA) Notice

Materials on this Online Service, including in My Projects, are from third parties not within Ovid’s control. Ovid is under no obligation to, and does not, scan content used in connection with the Online Service for the inclusion of illegal or impermissible content. However, Ovid respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party’s copyright. If you believe any materials on this Online Service infringe a copyright, you should provide us with written notice that at a minimum contains:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Law Department

Wolters Kluwer



2700 Lake Cook Rd  
Riverwoods, IL 60015

Tel: [1-847-580-5045](tel:1-847-580-5045)

Email: [wkuslawdept@wolterskluwer.com](mailto:wkuslawdept@wolterskluwer.com)

Ovid may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

#### Advertising

Parts of the Online Service may be supported by advertising revenue and may display advertisements and promotions for Ovid's, its affiliates', and third parties' products and services. These advertisements may be targeted to you, to the content of information stored on the Online Service, and to searches made through the Online Service or other information. The manner, mode and extent of advertising on this Online Service are subject to change without specific notice to you. In consideration for Ovid granting you access to and use of this Online Service, you agree that Ovid may place such advertising on the Online Service.

#### Revisions to This Agreement

Ovid may revise this Agreement at any time without notice by updating this posting. By using this Online Service you agree to be bound by any such revisions and should therefore periodically visit this Online Service and page to determine the then current terms and conditions of use to which you are bound.

#### Miscellaneous

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Ovid's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ovid in writing. This Agreement may be assigned in whole or in part by Ovid at any time. This Agreement may not be assigned in any manner by you without the express, prior written permission of Ovid.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any conflict of laws provisions. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of New York (the “New York Courts”) for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the New York Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the New York Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, in the event that the License Agreement pursuant to which you are an authorized user specifies that a different state’s or country’s law shall govern such agreement, such state’s or country’s law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country.