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DrugBank Terms of Use

Terms of Use Privacy Policy

Updated: June 1, 2017

Change Log

• Removed reference to sharing data via the Disqus service for comments, as this service is no longer used on DrugBank.

Summary

The below bullet points provide a short overview of our Terms of Use in simple language. This is not a complete summary of our Terms of Use, which can be found below in full. Please read the entire Terms of Use carefully and contact us with any questions.

- DrugBank is a database that combines detailed information about pharmaceutical drugs with drug target information. DrugBank is owned by The Governors of the University of Alberta (the "University") and managed by OMx Personal Health Analytics Inc. ("OMx").
- OMx helps researchers, scientists and developers access DrugBank content to conduct scientific research and develop applications.
- OMx collects certain identifying information that is confidential. OMx takes steps to maintain confidentiality, but requires users to actively take steps to keep all information safe and confidential.
- DrugBank is intended for educational and scientific research purposes only. **NEITHER THE UNIVERSITY NOR OMX GUARANTEES**OR WARRANTS THE ACCURACY OF THE DATA WITHIN THE DATABASE; RELIANCE ON DRUGBANK IS AT THE USER'S SOLE RISK.
- DrugBank is not intended as a substitute for professional medical advice, diagnosis and treatment. Users shall make use of DrugBank at their own risk.
- Neither the University nor OMx are liable for any acts or omissions of any users engaged through this Platform that result in harm, damages or losses of any kind.
- Scientists, researchers and developers who use DrugBank are not affiliated in any way with DrugBank apart from being Users of the Platform.
- Users are responsible for the security of their accounts, including the protection of passwords. Illegal activity is not permitted and will not be tolerated.
- The University and OMx, as applicable, retain ownership over all of the intellectual property which Users will encounter using DrugBank, including its intellectual property rights pertaining to brand and systems.
- Use of DrugBank is entirely at the discretion of Users.
- OMx is happy to answer questions to help you understand the Terms of Use. Feel free to contact OMx at any time and please do not use the site until you are fully comfortable with these terms.

DrugBank Terms of Use.

DrugBank is a unique bioinformatics and cheminformatics resource owned by The Governors of the University of Alberta (the "University") that combines detailed drug data with comprehensive drug target information. DrugBank is managed by OMx Personal Health Analytics Inc. ("OMx", "we" or "us"). This document (the "Terms of Use") governs all services provided by OMx through the DrugBank website and application, and all content, services, and products available at or through the Platform. These Terms of Use are very important and govern the relationship between us and Users.

By accessing any part of our website or application, be it go.drugbank.com, www.drugbank.com, portal.drugbank.com, api.drugbank.com, or any other website directly linking traffic thereto (collectively, the "Platform"), you agree to be bound by the provisions, terms and conditions as set out in these Terms of Use. You are also confirming that you have read and understood the Terms of Use.

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Agreement The late of the provisions, terms, conditions and notices contained or referenced in the ferms of ose, and an other DrugBank rules and policies (including but not limited to the Privacy Policy available on the Platform) and procedures that may be published on the Platform and revised from time to time.

"Content" means any content featured or displayed throughout the Platform, including but not limited to text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features and other materials that are available on the Platform.

"DrugBank" is a unique bioinformatics and cheminformatics resource owned by the University that combines detailed drug data with comprehensive drug target information. DrugBank is managed by OMx and maintained by the University at go.drugbank.com.

"DrugBank Content" means the information and data contained in DrugBank, including information and data relating to small molecule drugs, biotech drugs, nutraceuticals, experimental drugs, and non-redundant proteins that are linked to the drug entries.

The "Service" and "Services" include all functions and services provided directly through the Platform, including but not limited to access to DrugBank Content.

"Testimonials" are written statements submitted by Users to describe their experience using the Service in order for us to improve the Service and respond to user requests in the future. For purposes of the Terms of Use, Testimonials constitute Content unless otherwise specified below.

"User Generated Content" means content developed and published on the Platform by Users, including but not limited to text, information, opinions, images, graphics, and other materials.

"Users," including "You" and "Your" refers to the person, company or organization that has visited or is using our Platform and/or the Service.

2. About our Service and our Liability.

Through the Platform, we help researchers, scientists and developers access the DrugBank Content to conduct scientific research and make applications. Apart from facilitating Users with access to the Platform, we have no other role apart from providing and forwarding occasional educational information which has been prepared by third-parties.

At no point may the University or OMx, including any of their officers, directors or employees, be held liable for the actions or omissions of any Users in their use of the Platform. Neither the University nor OMx make any guarantees, representations or warranties, whether express or implied, with respect to the accuracy of the DrugBank Content on the Platform.

3. Independent Agents

Users acknowledge that they are independent agents under the Agreement and no other relationship with the University or OMx is intended, including a partnership, joint venture, employer/employee, franchise or other special relationship.

Particularly, Users acknowledge that they have no relationship with the University or OMx of a special or fiduciary nature whatsoever, and the University and OMx owe no duty of care whatsoever to them.

4. Release and Indemnification.

By using the Platform and/or Service, Users agree to limit their legal remedies to claims against each other or any third parties, excluding the University and OMx, who have caused Users harm.

To the maximum extent permitted by law, Users agree to indemnify and hold harmless the University and OMx, their affiliates and their respective directors, officers, employees and agents from and against any and all claims, losses, damages, costs and expenses, including legal fees and disbursements, incurred by the University and OMx arising out of Users' use of the Platform and the Service, including but not limited to Users' violations of any term of the Agreement.

Users shall grant the University and OMx a release from any and all claims, causes of action, demands and damages (actual and consequential) of every kind and nature whatsoever, known and unknown, arising out of or in any way connected with their use

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- **6.** Representation to Enter into Binding Contract. By accessing the Platform, you represent and warrant that if you are an individual, you are of legal age to form a binding contract, or, if you are accessing the Service or Platform on behalf of a corporation, partnership, or other entity, that you are authorized to enter into and bind that entity to a contract.
- 7. Compliance with Laws. You represent and warrant that: (i) you have the authority to bind yourself to the Agreement; (ii) your use of the Platform and Service will be solely for purposes that are permitted by the Agreement; (iii) your use of the Service will not infringe or misappropriate the confidentiality or intellectual property rights of the University and OMx, any User or third-party; and (iv) your use of the Service will comply with all local, provincial and federal laws, rules and regulations, and this Agreement.
- 8. User Conduct. You may not use the Platform in any manner that could damage, disable, overburden or impair our servers or network, or interfere with any other party's use and enjoyment of the Platform or the Service. You may not attempt to gain unauthorized access to the Service or computer systems or networks through hacking, password mining or any other means. In addition to our rights pursuant to the Agreement, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce this Agreement.
- 9. You affirm that you are either 18 years of age or older, or are 13 years of age or older and possess parental or guardian consent to agree to this Agreement and access and use the Platform, and are otherwise fully able and competent to enter into the terms, conditions, obligations and representations set out in this Agreement, and to abide by and comply with this Agreement.
- 10. DrugBank may monitor interactions.

At our discretion, we, or technology we employ, may monitor and/or record all interactions with the Service and Platform. Further information is available in our Privacy Policy.

- 11. Right to terminate accounts. We reserve the right but not the obligation to, in our sole discretion, determine whether any User conduct is appropriate and complies with the Agreement, or terminate or deny access to and use of the Service to any User for any reason, with or without prior notice.
- 12. Intellectual Property Infringement.

We respect others' intellectual property rights and we require Users to do the same. We may terminate a User's access to the Platform if we determine that a User infringes on others' copyrights or other intellectual property rights (including University and OMx intellectual property rights).

University and OMx, as applicable, retain ownership of all intellectual property rights of any kind related to the Platform and Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Platform and the Service may be the trademarks of Users and third parties. The Agreement does not transfer to Users any intellectual property whatsoever, and all right, title and interest in and to such property will remain solely with the original owner. University and OMx reserve all rights that are not expressly granted under this Agreement.

DrugBank, go.drugbank.com, DrugBankPlus, www.drugbank.com, OMx, and all other identifying marks, proprietary marks, or trademarks that appear, are displayed or are used on the Platform or as part of the Service are registered or common law trademarks of the University and OMx. These marks may not be copied, downloaded, reproduced, used, shared, stored, modified or distributed in any way without prior written permission.

13. License

Your access to DrugBank Content on the Platform is provided under, and subject to, a <u>Creative Common's Attribution-NonCommercial 4.0 International License</u>. When using DrugBank Content in an academic publication, DrugBank is to be cited as follows:

Wishart DS, Knox C, Guo AC, Shrivastava S, Hassanali M, Stothard P, Chang Z, Woolsey J. Drugbank: a comprehensive resource for in silico drug discovery and exploration. Nucleic Acids Res. 2006 Jan 1;34 (Database issue):D668-72. 16381955.

If you wish to use the DrugBank Content for commercial purposes, please contact info@drugbank.com to inquire about a

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permission.

- 14. Email Communications. We use email and other electronic means to stay in touch with Users. For contractual purposes, you (i) consent to receive communications from OMx in electronic formats, including via the email address you have submitted or via the Platform; and (ii) agree that the Agreement, including all Terms of Use, agreements, notices, disclosures and other communications that OMx provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to you.
- **15.** Termination. Users may cancel this Agreement at any time by simply discontinuing their use of the Platform and the Service. OMx may terminate Users' access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately for any reason deemed appropriate in our sole discretion.
- **16.** Deletion of Account Information Users may at any time request the deletion of their personal identifying information from DrugBank's servers. Such a request may necessitate the termination of the User's account. Further information is available in our Privacy Policy.
- 17. Disclaimer of Warranties.

The Platform, the DrugBank Content and the Service are provided "as is," without warranty of any kind. The University and OMx make no representations or warranties, either express or implied, with respect to DrugBank and DrugBank Content and specifically disclaims any implied warranty of merchantability or fitness for a particular purpose. To the maximum extent permitted by law, the University and OMx expressly disclaim all warranties, whether express, implied or statutory, with respect to the Platform and the Service including, without limitation, any warranties of merchantability, of satisfactory quality, reliability, fitness for a particular purpose, title, security, accuracy and non-infringement.

The University and OMx make no representation or warranty to Users that the information provided directly or through the Platform is effective, accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location; that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Users assume full responsibility and risk of loss resulting from any use of DrugBank, information, DrugBank Content or other material obtained from the Platform or the Service.

DrugBank and the DrugBank Content is intended to be used only as general education and scientific reference tools. You expressly acknowledge and agree that use of DrugBank and the DrugBank Content is at your sole risk. The University, OMx and their affiliates do not warrant the accuracy of the DrugBank Content. You acknowledge that the University and/or OMx are not providing medical, diagnostic or any other advice through DrugBank or by providing access to DrugBank Content on the Platform. The DrugBank Content is not intended as a substitute for professional medical advice, diagnosis or treatment.

- 18. Limitation of Liability. The University and OMx will not be liable for any damages or losses arising from your use of the Platform or arising under the Agreement. To the maximum extent permitted by applicable law, in no event will the University and OMx be liable to you for any loss of profits, interruption to business, harm to reputation, use of data, or for any incidental, direct, indirect, special, consequential or exemplary damages, however arising, that result from (i) your use or inability to use the Service or Platform; (ii) the Service generally or the software or systems that make the Service available via the Platform; (iii) any defect, error or failure to perform with respect to DrugBank and the DrugBank Content; or (iv) any interactions with other Users, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not the University and OMx have been informed of the possibility of such damage, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. The University and OMx will have no liability for any failure or delay due to matters beyond our reasonable control, including the failure of any integrated or ancillary third-party service used in conjunction with the Service.
- 19. Modification of Terms of Use. OMx reserves the right, at our sole discretion, to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. Upon any changes in these Terms of Use, we will post the amended Terms of Use on the Platform. Users are expected to periodically check the Terms of Use for any amendments, but we will take reasonable steps to notify Users of significant material changes. Your continued use of the Platform and/or the Service following such changes shall constitute your affirmative acknowledgement of the Terms of Use, the modification and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following any modifications made hereto, then you are required to immediately cease your use the Platform or Service.

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arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in the absence of an agreement, such arbitrator shall be appointed by a justice of the Court of Queen's Bench (Alberta) in Edmonton upon the application of any of the parties. Arbitration shall be held in the City of Edmonton. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, RSA 2000. Subject to any right of appeal, the decision arrived at by the arbitrator shall be final and binding.

- 22. Waiver of Class Proceedings. To the extent permitted under applicable law, and except where explicitly prohibited under statute, Users hereby waive any right they may have to commence or participate in any class action lawsuit against the University or OMx, including their officers, directors, shareholders, employees, affiliates, or agents, related to any claim, dispute or controversy arising out of or related to the Agreement. Where applicable, Users hereby agree to opt out of any class proceeding against the University or OMx otherwise commenced.
- 23. Severability. If any portion or provision of the Agreement shall to any extent be declared illegal or unenforceable at law, then the remainder of this Agreement, or the application of such portion of provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 24. No Assignment. OMx may assign or delegate the Agreement, including the Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you. Users may not assign or delegate any rights or obligations under this Agreement, including the Terms of Use or Privacy Policy, without OMx's prior written consent, and any unauthorized assignment and delegation is void.
- **25.** Headings and Summaries. The headings, captions and summaries in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
- 26. No Waiver of Covenants. Failure by any party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in the Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.
- 27. Entire Agreement. The Agreement, in combination with all policies and guidelines related thereto (including but not limited to the Privacy Policy), incorporated by reference, constitute the entire agreement between you and OMx and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of the Agreement.

You acknowledge that you fully understand these Terms of Use and will be bound by these Terms of Use.

Integrate drug labels with your software to help safely use or prescribe medication.

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