

API SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ELSEVIER.

1. ACKNOWLEDGEMENT AND ACCEPTANCE

1.1 The application programmable interfaces service (the “API Service”) owned and operated by Elsevier B.V. (“Elsevier”) is provided to you (“You”) under the terms and conditions of this API Service Agreement (“Agreement”). You confirm that You have the right and authority to enter into this Agreement. You accept and agree to the terms and conditions of this Agreement and the terms and conditions of the agreement between Elsevier and Your institution, company or organization or if not applicable, as agreed between Elsevier and You for Your specific use case.

1.2 Elsevier reserves the right, at its sole discretion, to change the terms of this Agreement at any time with reasonable advance notice given to You. When these changes are made, Elsevier will make a new copy of the Agreement available on the API Service’s web site. Elsevier will also post a notification on the API Service’s web site describing the modifications made.

1.3 Elsevier grants You a limited license to use the API Service, data and other materials provided by Elsevier in accordance with the terms and conditions of the agreement between Elsevier and Your institution, company or organization and Elsevier’s Information Security Requirements available at [Elsevier Information Security Requirements](#). You will need to ensure that Your institution, company or organization complies with such terms and conditions and Elsevier’s Information Security Requirements.

2. YOUR RIGHTS AND RESPONSIBILITIES.

2.1 You represent and warrant that:

- (a) You will not use Elsevier content other than as permitted by the terms and conditions of the agreement between Elsevier and Your institution, company or organization;
- (b) You will use the API access credentials issued by Elsevier upon execution of this Agreement, and no other API access credentials issued to You and/or to other users;
- (c) You will avoid excessive and unnecessary use of the API Service that may cause a performance degradation of the API Service.

2.2 You acknowledge that all right, title and interest in and to the API Service, the API access credentials, any related Elsevier content, and any derivative works based upon the Elsevier content, remain with Elsevier and its suppliers, except as expressly set forth in this Agreement or the agreement between Elsevier and Your institution, company or organization.

2.3 You will be solely responsible and hold Elsevier harmless for all costs, expenses, losses and liabilities incurred, and activities undertaken by You in connection with the API Service.

3. DISCLAIMER.

The API Service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Except as expressly stated in this Agreement or the agreement between Elsevier and Your institution, company or organization, Elsevier disclaims all liability to You in connection with this Agreement.

4. TERM AND TERMINATION.

The term of this Agreement shall commence on the date on which You have accepted this Agreement and shall continue until the API access credentials are deactivated by Elsevier or the terms and conditions of the agreement between Elsevier and Your institution, company or organization have terminated whichever is earlier.

Subject to the terms and conditions of this Agreement and the terms and conditions of the agreement between Elsevier and Your institution, company or organization, You will promptly and permanently delete all copies (including back-up copies) of Elsevier content received via the API Service. If requested by Elsevier, You shall confirm to Elsevier in writing that You have complied with this obligation.

5. GOVERNING LAW AND VENUE.

This Agreement will be governed by and construed in accordance with the laws of The Netherlands, and the parties irrevocably consent to the exclusive jurisdiction of the courts of The Netherlands with respect to any action or suit arising out of or pertaining to this Agreement (except where local law requires otherwise).