

## Terms of Use – Literature Search Service

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In consideration of **The Royal Society of Medicine** agreeing to provide the literature search service (and any related services), you agree to the following terms of use:

### A. DEFINITIONS

1. By placing a request for a literature search, you (the '**Customer**') are entering into an agreement with **The Royal Society of Medicine**, 1 Wimpole St, London W1G 0AE (the '**RSM**'). The literature search service is provided by the library of the RSM (the '**RSM Library**').
2. The agreement consists of the Literature Search Request Form referencing these Terms and Conditions, and supersedes any previous agreement with respect to the same subject matter.
3. The **Customer** is a person requesting and placing an order for a literature search or any related service as an individual or on behalf of any legal or commercial entity.
4. A **Literature Search** consists of the bibliographic outputs of a mediated search on subscription databases, emailed or posted to the Customer; and any related or subsequent service such as document delivery.
5. These **Terms of Use** shall apply in their entirety to all contracts for the service to the exclusion of all other terms proffered by the Customer. The RSM reserves the right to make changes to these Terms of Use at any time and the Customer will be subject to the conditions in force at the time the Customer places a request.

### B. LITERATURE SEARCH

*Terms relating to the literature search undertaken on your behalf.*

6. The RSM Library endeavours to use the most appropriate and authoritative sources of information available but can make no warranty, express or implied, as to the accuracy, availability, reliability, timeliness, completeness or currency of the findings or any information supplied. Results of literature searches are subject to the limitations of the databases and/or websites searched and are also restricted by the parameters of your search request. It is the responsibility of the Customer to determine the accuracy, validity and interpretation of the search results.

7. The literature search presents research findings that are determined by a mediated search on subscription databases and an objective analysis of the available results. The RSM Library gives no warranties that the results of the literature search will not contain material findings that could be disadvantageous to the Customer's research, business or area of work.
8. When conducting searches in more than one database on a single search platform, an automated duplicate checker is used to identify and remove duplicate records between databases. This process is approximately 95% accurate and therefore the Customer may find a small number of duplicate records in their search results. The RSM Library is not responsible for the omission of any references removed from the search results by the automated duplicate checker.
9. The RSM will not be held liable for any loss or damage, whether in contract or tort, foreseeable or otherwise, arising out of, or in connection with, the Customer's use of the literature search report or reliance on the research findings contained therein.

### C. COPYRIGHT & PERMISSIONS

*Terms relating to your use of the search results arising from the literature search.*

10. Under the terms of our licences with database providers, the bibliographic references supplied (including any accompanying abstract) are for educational or research purposes, and for the Customer's use only, and should not be redistributed to third parties.
11. If further distribution of the literature search report to third parties or additional use for commercial purposes is subsequently required, the Customer must seek express written permission and may be subject to additional transactional charges or copyright fees, depending on the use required.
12. The Customer is permitted to display, share and use the literature search report or portions thereof, for educational or research purposes including comment, criticism or analysis, as permitted under the doctrines of "fair use" or "fair dealing" and with the following limitations:

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  - b) If you share or present an edited version of the literature search report, (i.e. a subset of data or a selection of the results), you must not name or present the RSM as the author of the edited material.
  - c) Recipients of digital or print copies of the report, in its entirety or in an edited form, should be advised that the copies are confidential, for internal use only and not for resale or redistribution to third parties.
13. Where evidence collated in response to a literature search carried out by the RSM Library is cited by the Customer, appropriate reference should be made to the primary information sources and not presented as that of the RSM or work that is endorsed by the RSM.
  14. The RSM Library, in providing references from a literature search to the Customer, does not imply the transfer of copyright material that is already held in copyright by the database provider, journal publisher and/or the article's author(s). If the Customer wishes to re-publish or re-distribute the original abstracts for commercial or other use (e.g. publish them in an internal publication, online resource or on a database), then permission will need to be sought by the Customer from the copyright owner.
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  17. The RSM Library shall not be responsible or liable for any errors or omissions, or for any loss or damage of any kind suffered by the Customer, or by any other persons, arising from the use of the search results supplied, or any action or decision taken, based on the information supplied.

### D. SERVICE STANDARDS

*Terms relating to the carrying out of the literature search on your behalf.*

18. Literature searches are completed and the results despatched within a maximum of 10 working days. Urgent literature searches and delivery to a tighter deadline is subject to workload and staff availability and may be agreed following an initial enquiry to the RSM Library.
19. The RSM Library will always endeavour to meet requested deadlines but reserves the right to extend the deadline in exceptional circumstances and will not be held liable for any loss or damage arising as a result suffered by the Customer, or by other persons.
20. Pricing and service levels are outlined on the RSM website. Please note the RSM Library is subject to strict copyright and licence terms in delivery of its services and consequently reserves the right to refuse supply, charge at a commercial rate or pass on copyright fees where we believe the use is or will be other than described.
21. Credit/debit card payment details are required before work can begin on a literature search and the Customer must arrange payment at the time of submitting a request. The deadline to complete the literature search begins from the first full working day the RSM Library receives payment details. Search results are normally e-mailed but posting may incur additional charges.

### E. GENERAL TERMS AND CONDITIONS

22. The RSM processes personal data in accordance with the General Data Protection Regulation (GDPR). To find out what personal data we collect and how we use it, please read our [Privacy Policy](#).

*January 2020*

**Library**  
**The Royal Society of Medicine**