PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain Products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “Order”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms do not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form; “you” and “your” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

Clarivate Patient Data Intelligence

1. Restrictions. You agree that the data from the Clarivate Patient Data Intelligence product (“Product”) will not be: (i) copied, sold, rented, leased, transferred, or disclosed to any party without our prior written consent, which consent shall not be unreasonably withheld; (ii) under no circumstances, shared or discussed, directly or indirectly, with any pharmacies or prescribers, or with any persons employed or engaged by pharmacies or prescribers; (iii) stored, accessed, or used outside the EU or UK without our prior written consent, (iv) used to identify an individual patient, an individual’s relatives or household members, a pharmacy or hospital provider, or a source of the data, (v) reengineered, reverse engineered, mashed up, linked to, used or combined with other data that would result in the re-identification of or the identification of the original source of the data or be in violation of applicable law; (vi) used to identify and/or select sites, practitioners, patients or other individuals for participation in clinical trials; and/or (vii) published, quoted, made or reproduced for advertising, promotional or public relations purposes, reproduced or placed in any data retrieval systems.

2. Obligations. You shall (i) implement, use and enforce reasonable and appropriate technical, physical, and administrative safeguards consistent with industry standards and best practices to ensure the confidentiality of the data in the Product and (ii) assure that the data in the Product remains anonymized in accordance with applicable law.

Last updated: June 22, 2023 (version 3.6)