

ACS Terms and Conditions
Online Products Access, Small to Mid-size Enterprise

Grantee: “Grantee” means that business entity who has signed an Order Confirmation (“Order”) for purchase of online access to ACS products and services.

License: ACS owns all right, title, and interest in its products and services. “ACS Products” hereinafter means those ACS products and services identified by Grantee in the Order, which Grantee may modify in writing annually. By way of the Grantee-signed Order, ACS agrees to provide Grantee a non-exclusive, non-transferable license to access at the Authorized Sites the ACS Products, subject to the terms and conditions herein this document (“License”), including as applicable any attachments hereto, which are incorporated by reference. Grantee agrees that ACS platforms serve as the central storage and retrieval site of the ACS Products.

Fee: Grantee will pay the agreed-upon fee indicated in the Order (“Access Fee”) within forty-five (45) days of receipt of invoice.

Term: This License is applicable for as long as the Grantee maintains a subscription to or purchases an ACS Product. In cases of One-Time Purchase (an outright purchase vs. a lease or subscription) of an ACS Product, the grant of license is perpetual, unless terminated for default.

Authorized Users: “Authorized Users” are Grantee’s employees and single, independent contractors (who are not contract research organizations or employed by such). Grantee shall limit and secure access to the ACS Products solely to Authorized Users.

Permitted and Prohibited Uses:

- Authorized Users may search, view, download, or print ACS Products or portions thereof for internal research purposes conducted solely in the course of employment with Grantee.
- Single articles and portions thereof may be temporarily stored in a secured desktop or networked drive internal to Grantee only for the duration of an Authorized User’s participation in the applicable research project. In case of termination of the License for any reason, Grantee must permanently delete such stored items, certifying destruction in writing within ten (10) business days.
- Authorized Users may provide a copy of an article or portions thereof for the internal use of others who are Authorized Users but unable to personally access the ACS Product.
- Sharing of DOI links that point back to individual articles hosted on ACS platforms are permissible.
- Illustrations or other graphic excerpts may not be reproduced without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products. Use of illustrations or graphics for marketing purposes requires prior written permission of ACS. Use of ACS marks and logos for any purpose requires prior written permission of ACS.
- Single articles or portions thereof from ACS Products may be provided to individuals with a need to know for patent purposes or to government authorities for regulatory purposes or in response to individual professional enquiries (commonly called Reactive Use) regarding a product or service. Copies must retain the original ACS copyright notices. For clarity, such provisions may not amount to commercial redistribution or proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.
- Grantee and Authorized Users may not deliver, nor share, an ACS Product or portion thereof to or with a third party (including a third-party collaborator) for a fee or otherwise. Grantee may not perform searches on behalf of any third party or systematically share search results or content such that a third-party—commercial, academic, or otherwise—is able to circumvent a proper license with ACS.
- Without the express written permission of ACS, Grantee or an Authorized User may NOT (whether with automated tools or otherwise, or for testing purposes or otherwise),
 - bulk download ACS Products.

- text and data mine, index, modify, adapt ACS Products. Indexes of DOI links pointing back to ACS Products on the ACS platform are permissible.
- use ACS Products or portions thereof to create derivative products or to build an enterprise-wide database of articles or information.
- use the ACS Products or portions thereof for marketing or promotional purposes.

Protecting of Ownership Rights: Grantee shall take all reasonable measures to enforce proper use of ACS Products in accordance with this License and to uphold the copyright and intellectual property rights held in the ACS Products. Grantee shall promptly notify ACS upon learning of any violation of this License, cooperate with ACS, and take all reasonable steps to prevent a reoccurrence. Grantee shall be liable for the noncompliance to this License by it and Authorized Users. Grantee is required to notify ACS of any infringements of copyrights of which they become aware.

Disputes: In case of dispute, the parties shall negotiate in good faith to reach a resolution. If the dispute is not timely resolved, upon request, the parties shall agree to confidential, binding arbitration in accordance with the rules of the American Arbitration Association then in effect, with venue in the District of Columbia, USA. The arbitrator shall be bound to follow the provisions of this Agreement, and may not award specific performance or punitive damages. The arbitrator's decision shall be final, and awards may be entered or enforced in any court of competent jurisdiction. Notwithstanding anything in this Section to the contrary, claims for injunctive relief or other equitable remedy, including specific performance, may be brought in any court of competent jurisdiction.

Indemnification: Grantee agrees to indemnify ACS against any and all claims brought by Authorized Users against ACS and any claims brought against ACS resulting from any actions by Authorized Users.

Copyright Indemnification: ACS shall defend, indemnify, and hold Grantee harmless from damages, costs, fees resulting from any judgment or settlement arising out of the claim by a third party that Grantee's use of the ACS Products, as permitted herein, constitutes an infringement of copyright or other proprietary rights of a third party. Grantee shall give prompt notice of an infringement claim to ACS, provide such cooperation and assistance to ACS as is reasonably necessary to defend the claim, and shall allow ACS to have sole control of the defense, provided, however, that Grantee retains the right to participate in the defense at its own expense. The foregoing indemnity obligation shall not apply with respect to any claim of infringement of materials contained in ACS Products which have been modified by Grantee without the prior authorization of ACS.

Warranty and Limitation of Liability: ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless made within one (1) year after the event giving rise to the claim.

Termination for Default: If either party breaches a term of this License, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this License effective immediately upon written notice.

Termination for Convenience: Either party may cancel this License at any time by providing the other with sixty (60) days prior written notice. Notwithstanding, in cases of multi-year subscriptions, Grantee may not cancel this License until after the completion of the agreed-upon multi-year term. In the event of termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee. In the event of termination by ACS, Grantee shall receive a pro-rated refund of the unused Access Fee. Termination for Convenience does not apply in cases of One-Time Purchase of an ACS Product.

General: ACS will provide Grantee access to monthly, COUNTER compliant usage reports. ACS shall use reasonable commercial efforts to provide continuous availability of the ACS Products. Grantee acknowledges that availability is subject to equipment or services outside the control of ACS, such as public or private telecommunications services. ACS reserves the right to discontinue access and terminate this License in the event of nonpayment, unauthorized use, or other violation of this License, without limiting

any other rights or remedies available to it. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws principles. For subscriptions to the **ACS Metered Access Package**, the following MAP Addendum terms and conditions also apply.

Metered Access Package (MAP) Addendum

The *ACS Metered Access Package* (“*ACS MAP*”) from ACS Publications allows organizations to purchase a set number of article download tokens, outside of any subscriptions which they purchase to download ACS content. This content includes ACS Online Journals, ACS Legacy Archives, C&EN Global Enterprise, C&EN Archives, ACS eBooks, ACS eBooks Archives, and ACS Reagent Chemicals. *ACS MAP* provides access to Full Text HTML, PDF and PDF+ versions of the above content.

TERMS AND CONDITIONS:

- Invoice must be paid in full, net 45 days.
- Customers wishing to purchase additional Metered Access Tokens as part of the *ACS MAP*, can do so using either a credit card or purchase order: please call or email the ACS Sales Operations Support team at 888-338-0012 or acspricing@acs.org for more information.
- Customers are recommended to have at least one individual or email address designated as the registered administrator for the account. Registered administrators will be alerted by email when the Metered Access Token's balance reaches levels of fifty percent (50%) used, eighty percent (80%) used and one hundred percent (100%) depleted. Customers should allow 24 hours from accepted order and/or renewal for restored/extended access.
- COUNTER standards are used to define article/chapter downloads.
- Within an individual user session to the ACS Publication platform (pubs.acs.org), a full text download of each unique article or chapter will be charged one Metered Access Token. Full text is available in PDF, PDF w/Links, and HTML formats. Other activity on the ACS Publication platform, such as searching and viewing abstracts or Tables of Contents, will not be charged against the customer's Metered Access Token count.
- Individual titles or products cannot be selected or exempted (unless the customer is purchasing access to that content by another means, such as subscription or archive purchase).
- ACS COUNTER reports are the final arbiter in determining number of articles downloaded as part of the *ACS MAP*.
- Institution is responsible for maintaining appropriate access security and training. Metered Access Tokens charged as the result of abuse, fraudulent access, systematic or “mistaken” downloading, robotic crawling etc. will not be refunded.
- Metered Access Tokens used will *not* accrue toward a future volume discount from ACS Publications for other subscriptions or for additional Metered Access Token discounts.
- Consortia or similar accounts with multiple institutions may *not* pool Metered Access Tokens among multiple institutions.
- In the event ACS terminates the MAP program, unused Metered Access Tokens will be refunded as a sales credit within 60 days of program termination.
- Any unused Metered Access Tokens purchased will be expired after three (3) years of the purchase date.
- Tokens are non-transferable. They cannot be transferred among organizations, or from one type of token package to another.