

CAS Chemical Compliance Index Terms of Use

The terms and conditions below govern the use of CAS Chemical Compliance Index™ provided by CAS, a division of the American Chemical Society (“ACS”), with offices at 2540 Olentangy River Road, Columbus, Ohio 43202, United States of America. “You” and “your” shall mean the legal entity, academic institution, or government agency (“LICENSEE”) entering into an agreement to license the CAS Chemical Compliance Index (“License”) from CAS.

LICENSE GRANT. CAS grants an authorized user a non-perpetual, non-exclusive right to use CAS Chemical Compliance Index and retrieved content for private, internal purposes related to your commercial, governmental or non-profit research/activities. An authorized user means a current employee, or contractors and consultants working exclusively for you. Your right to use CAS Chemical Compliance Index and retrieved content is completely stated in your License and you have no other or any additional rights.

TERM. This License becomes effective on the date set forth in the CAS Chemical Compliance Index ORDER FORM signed by Licensee and is automatically revoked if Licensee violates any of the terms and conditions. This License shall automatically renew for consecutive twelve (12) month Terms. LICENSEE must notify CAS at least thirty (30) days in advance of renewal if LICENSEE does not desire to continue using CAS Chemical Compliance Index following the end of a Term. CAS will provide LICENSEE with renewal License Fees in writing at least sixty (60) days prior to the end of the current Term.

This License may not be terminated for convenience and represents a commitment by LICENSEE to pay in full the License Fees for the duration of the current Term. If either party does not meet an obligation or promise made under this License, the other may send written notice of the breach, including a reasonable cure period of not less than five (5) days. If the breach is not cured, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate the License effective immediately upon written notice. On the effective date of termination of the License, the License granted to use CAS Chemical Compliance Index is revoked, and LICENSEE will have no rights to continue to use CAS Chemical Compliance Index.

INFORMATION USE POLICY. The [CAS Information Use Policy](#) describes the permissible use of the content accessed via CAS Chemical Compliance Index and are incorporated by reference into your License. Such policies may be changed at the discretion of CAS. In the event of any material change, CAS will notify you. Use of CAS Chemical Compliance Index and any data therein to build databases in any way is strictly prohibited.

AUTOMATED PROGRAMS. You may not use federated search tools, robots, spiders, crawlers, or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to continuously and automatically search, scrape, extract, deep link, or index any content.

INTELLECTUAL PROPERTY OWNERSHIP. The copyright and title to all property interests in or to CAS Chemical Compliance Index including all content accessed using it are in and will remain with the ACS as owner, and your License does not grant you any right of

ownership. You are prohibited from making any modifications, adaptations, enhancements, decompilations, changes or derivative works of CAS Chemical Compliance Index.

CONFIDENTIALITY. Each party will keep the terms of this Agreement and the CAS Chemical Compliance Index ORDER FORM confidential, with the exception that it may confer with legal counsel or other legal advisor on its terms and except as required by law in the reasonable opinion of each party's respective legal counsel.

WARRANTY AND LIABILITY DISCLAIMERS. CAS warrants that CAS Chemical Compliance Index is free from significant defects in material and workmanship under normal use. CAS further warrants that CAS Chemical Compliance Index and any update thereto will perform substantially in accordance with the corresponding published specifications. CAS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO CAS CHEMICAL COMPLIANCE INDEX AND ALL INFORMATION SUPPLIED TO YOU HEREUNDER, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF INFORMATION PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND IS NOT LIABLE FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE PRODUCTS PURSUANT HERETO, OR IN ANY WAY ARISING FROM THE TERMS AND CONDITIONS OF YOUR LICENSE.

Licensee shall comply with all applicable U.S. export control and sanctions laws and regulations. Licensee agrees to absolve CAS of any liability for breach of contract in the event that Licensee or any of its parent or subsidiary companies were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS.

GOVERNING LAW. All matters relating to your use of CAS Chemical Compliance Index shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America.

CHANGES. If LICENSEE uses a purchase order in conjunction with ordering or paying for CAS Chemical Compliance Index, the parties agree that the terms of the purchase order will in no way modify, add to, or delete these terms & conditions. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THESE TERMS & CONDITIONS WILL BE RESOLVED IN FAVOR OF THESE TERMS & CONDITIONS. CAS reserves the right to change, modify, add or remove portions of these terms and conditions in its sole discretion at any time and without prior notice. Please check these terms and conditions periodically for any modifications. Your continued use of CAS Chemical Compliance Index following the posting of any changes will mean that you have accepted and agreed to the changes.

Last Updated: March 16, 2019