

NAMED USER TERMS AND CONDITIONS

Definitions:

“Agreement” means the Formulus License Agreement executed by your organization or university which is expressly incorporated in its entirety herein.

“Licensee Data” means all electronic data or information submitted to Formulus by Licensee or its Affiliates, including Personal Information.

“Electronic Communications” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through Formulus.

“CAS”, “We”, “Us” means CAS, a division of the American Chemical Society, with a place of business at 2540 Olentangy River Road, P.O. Box 3012, Columbus, Ohio 43210-0012.

“Personal Information” means information that is of a specific individual, such as a person's name, address, email address, and organizational name.

“Third Party Applications” means online, Web-based applications and offline software products that are provided by third parties, and interoperate with Formulus.

1. THIS IS A BINDING LEGAL AGREEMENT BETWEEN NAMED USER AND CAS.

PLEASE READ THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT CAREFULLY BEFORE USING FORMULUS. THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT INCLUDE INFORMATION ABOUT CAS' RIGHT TO COLLECT, ANALYZE, AND DERIVE DATA AND OTHER INFORMATION RELATING TO THE PROVISION, USE AND PERFORMANCE OF VARIOUS ASPECTS OF FORMULUS AND RELATED SYSTEMS AND TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION AND DATA DERIVED THEREFROM). IF YOU ARE NOT WILLING TO BE BOUND BY THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT, DO NOT ACCEPT THESE NAMED USER TERMS AND CONDITIONS, AND DO NOT USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) FORMULUS.

WE MAY FROM TIME TO TIME AMEND, SUPPLEMENT OR MODIFY THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT. IF WE MAKE MATERIAL CHANGES TO THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT, WE WILL COMMUNICATE NOTICE OF THE CHANGES TO YOU. TO THE EXTENT ANY CONFLICT OR INCONSISTENCY EXISTS BETWEEN THESE NAMED USER TERMS AND CONDITIONS AND THE AGREEMENT, THE TERMS OF THE AGREEMENT SHALL PREVAIL UNLESS EXPRESSLY STATED OTHERWISE IN THESE NAMED USER TERMS AND CONDITIONS.

2. Terms of Service. Named User acknowledges and agrees to the following Terms and Conditions, which together with the terms of the Agreement, shall govern Named User's access and use of Formulus. Capitalized terms not otherwise defined in the Agreement or herein shall have the meaning given to them in the Definitions above. In addition, Named User agrees that unless explicitly stated otherwise, any new features that augment or enhance Formulus, and/or any new service(s) subsequently purchased by the Licensee will be subject to the Agreement and these Named Users Terms and Conditions.

2.1. Accuracy of Named User's Contact Information. Named User shall provide accurate, current and complete information on Named User's name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.2. Licensee's Lawful Conduct. Formulus allows Named User to send Electronic Communications directly to Formulus. Named User shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of Formulus, including without limitation those related to privacy, Electronic Communications and anti-spam legislation. Named User shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using Formulus and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Named User represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Named User shall not permit other users to access or use Formulus in violation of any U.S. export embargo, prohibition or restriction, and (iii) Named User shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Named User will not send any Electronic Communication from Formulus that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by the Agreement or these Named User Terms and Conditions, no part of Formulus may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Named User agrees not to access Formulus by any means other than through the interfaces that are provided by CAS. Named User shall not do any "mirroring" or "framing" of any part of Formulus specific to Formulus, or create internet links to Formulus which include log-in information, user names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by CAS. Named User shall ensure that all access and use of Formulus is in accordance with the terms and conditions of the Agreement.

2.3. Third Party Web Sites, Products and Services. CAS may offer certain Third Party Applications on Formulus. Any use of such Third Party Applications by Named User shall be subject to the terms specified in Third Party Applications. In addition, CAS (through Formulus) or certain third party providers may offer links to other websites, resources, Third Party Applications or services, including implementation, customization and other consulting services related to Named User's use of Formulus. CAS does not provide any warranties with respect to any such Third Party Applications or services, whether or not such Third Party Applications are listed on Formulus, or designated by CAS as "certified", "approved", "recommended" or otherwise, or the services are provided by a third party that is a member of a CAS partner program. Any use by Named User of any Third Party Applications or services is solely between Licensee and the applicable third party provider.

CAS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications or services that Named User (and/or Licensee) may purchase or connect to through Formulus, or any descriptions, promises or other information related to the foregoing. If Named User installs or enables Third Party Applications or services for use with Formulus, Named User agrees that CAS may allow such third party providers to access Personal Information as required for the interoperation of such Third Party Applications with Formulus, and any exchange of data or other interaction between Licensee and a third party provider is solely between Named User and such third party provider. CAS shall not be responsible for any disclosure, modification or deletion of Personal Information resulting from any such access by Third Party Applications or third party providers. No purchase of such Third Party Applications or services is required to use Formulus.

2.4. Transmission and Processing of Licensee Data; Use of Certain Data. Named User understands that Named User's use of Formulus may require the collection, processing and transmission of Personal Information by CAS or its subcontractors. CAS is not responsible for any Electronic Communications and/or Personal Information which is delayed, lost, altered, intercepted or stored during the transmission of any data by means of third party networks (other than third parties providing computing or storage services under these Named User Terms of Service on behalf of CAS). Without limiting Named User's rights and remedies under these Named User Terms and Conditions, Named User acknowledges that Personal Information will be processed by CAS and stored and processed using online hosting services selected by CAS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND SUBJECT TO THE PROVISIONS OF THE PRIVACY POLICY (AVAILABLE AT <http://www.cas.org/legal/privacy>), CAS SHALL HAVE THE RIGHT TO COLLECT, ANALYZE, AND DERIVE DATA AND OTHER INFORMATION RELATING TO THE PROVISION, USE AND PERFORMANCE OF VARIOUS ASPECTS OF FORMULUS AND RELATED SYSTEMS AND TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION AND DATA DERIVED THEREFROM), AND CAS WILL BE FREE IN PERPETUITY, TO: (I) USE SUCH INFORMATION AND DATA TO IMPROVE AND ENHANCE FORMULUS AND FOR OTHER DEVELOPMENT, DIAGNOSTIC AND CORRECTIVE PURPOSES IN CONNECTION WITH FORMULUS AND OTHER CAS OFFERINGS; AND (II) USE, AND/OR DISCLOSE SUCH DATA, AND ANY OTHER PERSONAL INFORMATION OR DERIVATIVES THEREOF SOLELY IN CONNECTION WITH ITS BUSINESS.

2.5. Ownership of Personal Information. All title and intellectual property rights in and to the Personal Information is owned exclusively by Named User. Named User acknowledges and agrees that in connection with Formulus, CAS, as part of its standard service offering, makes backup copies of the Personal Information in Named User's account and stores and maintains such data for a period of time consistent with CAS standard business processes.

2.6. Restrictions. Named User shall not share Named User's password and login credentials with any other person. Named User shall not use any automated program or script for searching and/or downloading content from Formulus. Named Users shall not create databases of content derived from Formulus beyond what is reasonable, customary and necessary for use by defined project teams. Named User is responsible for all activities conducted under his/her login and for compliance with this Agreement. Named User's use of Formulus shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time sharing of Formulus. Named User shall not permit any third party to: (a) copy, translate, create derivative works of, reverse engineer, reverse assemble, disassemble, or decompile Formulus or any part thereof or otherwise attempt to discover any source code of modify Formulus in any manner or form; (b) use unauthorized modified versions of Formulus, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to Formulus; (c) use Formulus in a manner that is contrary to applicable law or in violation of any third party rights or privacy or intellectual property rights; (d) publish, post, upload or otherwise transmit Licensee Data that contains any virus, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of Formulus.

3. Suspension/Termination.

3.1. Suspension for Ongoing Harm. Named User agrees that CAS may, with reasonably contemporaneous notice to Named User and/or Licensee, suspend access to Formulus if CAS reasonably concludes that Named User is using Formulus to engage in spamming, or illegal activity, and/or Named User's use of Formulus is causing immediate, material and ongoing harm to CAS or others. Named User further agrees that CAS shall not be liable to Named User and/or Licensee nor to any third party for any suspension of Formulus under such circumstances as described in this Section.

4. General Terms and Conditions

4.1. Should any part of these Named User Terms and Conditions and/or Agreement be unenforceable, all other provisions will not be affected. If CAS does not exercise any right provided for in these Named User Terms and Conditions, this does not mean that CAS waives

the right to exercise it in the future. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4.2. These Named User Terms and Conditions shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. Named User is responsible for all risks and costs associated with use of Formulus and data accessed via Formulus.

I will contact my Formulus Key Contact or the CAS Customer Center at help@cas.org if I have any questions regarding my use of Formulus.

Decline

Accept

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