

## CAS IP Services Terms of Service

**I. INTRODUCTION.** This CAS IP Services Agreement (“Agreement”) is made between CAS IP Services™ (“IP Services”), a service of CAS, a division of the American Chemical Society (“ACS”), and yourself (“Customer”), and provides services according to the following terms and conditions.

### **II. RESEARCH REQUESTS, SEARCH REPORTS, FEES, AND INVOICING.**

- a. **Research Requests.** Customer may order a Research Request either online at <https://ipservices.cas.org> or via PDF faxed to 614-447-5443.
- b. **Search Reports.** A Search Report is provided to the customer and reflects the results of the Research Request.
- c. **Database Usage Fees.** Database usage fees may apply. STN fixed fee and volume discount customer discounts apply if applicable.
- d. **Professional Fees.** Please contact IP Services at <https://ipservices.cas.org> for pricing information.
- e. **Expedited Fees.** Requests submitted pursuant to the IP Services priority or expedited options will incur an additional surcharge more fully noted in the Quote.
- f. **Invoicing and Payment.** IP Services will provide Customer with monthly invoices for all IP Services search services. Invoiced amounts are due in full within thirty (30) days of the date of the invoice and must be paid in U.S. Dollars. Sites located in Japan will be invoiced in Yen. Late fees will be charged as reflected on the invoice.

### **III. RIGHTS, REDISTRIBUTION, AND THIRD-PARTY INFORMATION.**

- a. **Rights.** ACS owns any and all rights, titles, and interests, including copyrights, in all IP Services and CAS information, reflected on a Search Report, obtained from an ACS database. ACS information may be used according to the [CAS Information Use Policy](#).
- b. **Redistribution.** Customers may redistribute the Search Report to its immediate client and may provide such information in reports required by governmental agencies or as may be required by law. Any other redistribution is prohibited.
- c. **Third Party Information.** When Search Reports contain information obtained from third party supplier databases, the use of such information is governed by such supplier’s terms and conditions.

### **IV. GENERAL PROVISIONS.**

- a. **Risks and Costs Associated with Use.** Customer bears all risks and costs associated with use of IP Services including any applicable taxes (e.g., local, sales, VAT, custom duties, and the like).
- b. **Limitation of Liability.** The information contained in a Search Report was obtained from sources believed to be reliable. ACS disclaims all warranties as to accuracy, completeness, or adequacy of such information; and shall have no liability for errors, omissions, or inadequacies in the information contained on the Search Report or the interpretation thereof.

c. **Enforceability.** Should any part of this Agreement be unenforceable, all other provisions will not be affected. In the event that an issue arises regarding this Agreement, the laws of the District of Columbia, U.S.A., shall apply.

d. **Confidentiality.** IP Services agrees to treat all Research Requests and Search Reports submitted by Customer as the confidential information of Customer. Both Customer and IP Services agree to keep the terms of this Agreement confidential as if it were each party's own confidential information.

e. **Entire Understanding.** This Agreement, including the Research Request Form, constitutes the entire understanding between the parties concerning IP Services, and supersedes all prior Agreements, oral or written. No purchase order that Customer may issue for IP Services will modify this Agreement.