

CONFIDENTIAL

July 26, 2021

COPPUL
Council of Prairie and Pacific University Libraries
Room 219
Humanities and Social Sciences Div
Koerner Lbry
1958 Main Mall
VANCOUVER, BC V6T 1Z2 CA

CAS is pleased to provide the Council of Prairie and Pacific University Libraries (“COPPUL”) with the following offer to provide SciFinder[®] access to the COPPUL Participating Members listed in Attachment A:

- **Term:** January 1, 2021 – December 31, 2023
- **License Fee:** The fees will be invoiced as follows (fee breakdown by Participating Member is included in Attachment A):

January 1, 2021 – December 31, 2021: [REDACTED]
January 1, 2022 – December 31, 2022: [REDACTED]
January 1, 2023 – December 31, 2023: [REDACTED]

If after the first year, any Participating Member of Licensee does not receive sufficient funding to license SciFinder[®] for a subsequent year, then CAS agrees to discuss in good faith the account status for the affected Participating Member, however, all other Participating Members will remain committed to the 36-month Term and renewal terms herein. Licensee fees provide all Participating Members listed in Attachment 1 with SciFinder[®] Academic Unlimited Access Plan access during the Term. License Fees do not include, and COPPUL is responsible for, any applicable tariffs, VAT, customs charges and sales tax. Product use is subject to the applicable Product terms attached hereto as “Attachment B”, incorporated herein by reference.

The terms of this letter are confidential between COPPUL and CAS. To confirm your Product renewal terms, **please sign below and return this letter to LegalAdmin@cas.org by August 6, 2021.** Should you have any questions, please contact Lauren Eiter at leiter@cas.org.

Sincerely,

[REDACTED]
Craig W. Stephens
Chief Customer Officer

AGREED: Council of Prairie and Pacific University Libraries

[REDACTED]
[REDACTED] July 27, 2021

By Vivian Stieda Date Executive Director

Printed Name Title

cc: Lauren Eiter
Michael Torres



“Attachment B”

TERMS OF USE

SciFinder[®] & SciFinder[™] Academic Unlimited Access Plan For Academic Users

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society, grants to the participating member institutions (the “Participating Members”) of the Council of Prairie and Pacific University Libraries (COPPUL) (the “Consortium”), collectively, the “Licensee”, a license to access and use the CAS SciFinder and/or SciFinder[™] web-based platform(s) and content, features, functionality and modules accessible therein (collectively the “**Product**”). By using the Product, the Participating Members, and Consortium where applicable, accept and agree to be bound by the Terms of Use. CAS, the Participating Members, and the Consortium may each be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

1. DEFINITIONS.

- a. **Academic Research.** Research done in the usual course in the pursuit of a degree, use in a classroom setting, instructional (i.e., educational and training), research done by students and faculty which is (i) funded by Licensee, a government agency or non-profit research foundations, and (ii) intended for publication in publicly available literature. For the purposes of the Terms of Use, where (i) and (ii) above have been satisfied, Product use by Licensee’s students, faculty and employees at Licensee’s technology transfer office shall qualify as Academic Research.
- b. **Authorized IP Address.** An Internet Protocol address registered at Licensee’s Eligible Site and under Licensee’s exclusive control to be provided, in a form acceptable to CAS, by Licensee.
- c. **Commercial Research.** Research conducted directly or indirectly for any commercial purpose, including, without limitation, searches related to patentability, research performed under a consultant contract or commercially funded contract, or research performed with the intention of delivering search results to an entity for commercial purposes or use.
- d. **Eligible Site.** All academic facilities: owned and controlled by Licensee; conducting Academic Research; and approved by CAS to use and search the Product in accordance with the Terms of Use.
- e. **Key Contact.** A Named User designated by Licensee as the primary point of contact with CAS for all License matters.
- f. **License.** Licensee’s right to use the Product as set forth in the Terms of Use.
- g. **Licensee.** The Participating Members of the Consortium, licensing the Product, as listed in the annual renewal order letter. Rights and responsibilities referenced in this Agreement in regard to “Licensee” shall apply to all the Participating Members covered under this Agreement and Consortium only for fulfillment of its individual responsibilities under this Agreement. Neither individual Participating Member or Consortium shall be liable for any breach or default of another Participating Member Institution.
- h. **Named User.** A current faculty or administrative staff member, or officially registered student of the Licensee.
- i. **Order.** The Product licensing document(s), signed by the Consortium on behalf of the Participating Members including, but not limited to, Product quotes, proposals, License Fees, Term, agreements and amendments to any of the foregoing, which set forth the details of Licensee’s purchase of Product access. Product Orders are incorporated herein by reference and made a part of the Terms of Use. In the event of a conflict, the terms set forth on the Order shall govern.

- j. **Personal Data.** Includes name (including honorific), title, user ID, security questions/answers, organization name, geographic location, IP address and other HTTP header information, phone number, email address, photograph, and other information collected from a Named User.
 - k. **Public Access and Library Terminals:** Participating Members acknowledge that the Product is not intended to support any use other than that by Named Users. The Product may be used occasionally by walk-in users, provided that their usage is for non-Commercial Research purposes.
 - l. **Self-Registration.** The process through which a Named User creates an individual Username and password.
 - m. **Term.** The initial period of the License, as set forth in the Order, or a subsequent renewal period in which Licensee licenses the Product.
 - n. **Username.** A unique account identifier assigned to an individual Named User that is used, in conjunction with a password, to access the Product.
2. **LICENSE.** CAS grants Licensee a non-perpetual, non-exclusive License to use the Product, including all content, features, functionality and modules accessible through the Product, at each Eligible Site subject to the Terms of Use. The Product may be used only by Named Users for Academic Research. Use of the Product for Commercial Research requires a separate commercial the Product License Agreement. Licensee's right to use the Product and all content contained therein is completely stated in the Terms of Use and Licensee has no other, or any additional rights.
3. **TERM.** The initial Term of this License shall be as set forth in Consortium's initial Order. Consortium must notify CAS at least thirty (30) days in advance of renewal if any Participating Member does not desire to continue using the Product following the end of a Term.
4. **LICENSE FEES.** License Fees for Licensee's initial Term are set forth in the Order. CAS will provide Consortium with renewal License Fees in writing at least sixty (60) days prior to the end of the initial term and each subsequent Term. CAS' intent is to provide Licensee with subsequent renewal fees consistent with the standard Product price increase provided to all Product customers. This assumes that Licensee's current usage and user population do not change significantly during the current Term. If this change does occur, CAS will work with Consortium in good faith to determine a mutually agreeable License Fee for any renewal Term. License Fees are based upon current Product feature functionality. Should CAS develop additional feature functionality or Product modules during a Term, CAS, in its sole discretion, will decide whether to provide Licensee with such additional functionality and may require the payment of additional fees. No Participating Member will be obligated to acquire such additional functionality if additional payment beyond currently accepted License fees is required.
5. **PAYMENT.** Unless otherwise set forth on the invoice, all payments shall be made in US Dollars. Consortium and Participating Members agree to pay all invoiced amounts in accordance with payment terms set forth on the invoice. License fees are non-refundable.

CAS reserves the right to disable Product access until receipt of full License Fee payment. If Licensee has requested and CAS has approved providing Licensee's invoice to a third party for payment, in the event such third party fails to submit payment to CAS, Licensee remains fully liable for the amount of the unpaid License Fees.

6. PRODUCT USE & USERNAMES.

- a. **Individual Use of Usernames.** Each Named User may only have one Username and may only use the Username assigned to them. Named Users may NOT share Usernames, passwords or log-in credentials with each other or any third parties.
- b. **Authorized Use.** Named Users may:
 - 1. Use the Product solely in the ordinary course of Academic Research;
 - 2. Store search results in electronic form, provided that at any one time, no more than 5,000 records are stored by a Named User;
 - 3. Search only for themselves; and
 - 4. Share their search results in a reasonable, limited way with other Named Users working on the same or related research projects; provided, however, such sharing may not result in: an aggregation of

the electronic records stored by individual Named Users, or the creation of any central source of electronic records.

Stored records must be deleted when they are no longer needed by the Named User for the relevant research project, or, if a student, after the completion of Named User's degree program, whichever occurs first.

Named Users shall not:

1. Create or compile, directly or indirectly a collection, compilation, database or directory, manually, via automated programming, or otherwise (e.g., a script written to extract and download any data within the Product in batches);
 2. Use any script/macro to automate an otherwise manual process, including but not limited to, an attempt to login to the Product utilizing an automated process;
 3. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the Product;
 4. Use the Product in conjunction with federated search tools, or for any other purpose, including but not limited to distribution of the Product by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid;
 5. Reverse assemble, decompile, reverse engineer, modify, enhance, adapt, create derivative works or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) the Product.
- c. **Reasonable Use.** CAS will monitor the volume of searching and downloading activity associated with Licensee and each Named User on a routine basis, for the purposes of benchmarking "average" use, noting any significant variance in patterns of usage of Licensee or a particular Named User, and ensuring compliance with the Terms of Use. CAS may ask the Key Contact and the Named User(s) involved to discuss with CAS any usage pattern(s) CAS questions and, if necessary, to work with CAS to reach a solution if a problem is uncovered.

If CAS determines that the use is "excessive", unreasonable or violates the Terms of Use, CAS may (i) de-activate an individual the Product feature or the Username(s) at issue and bar those individuals from using the Product, or (ii) terminate the License in its entirety. CAS prefers, whenever reasonably possible, to resolve this type of issue without de-activating Usernames or terminating the License and will use reasonable efforts to do so.

7. PRODUCT ACCESS.

- a. **IP Restrictions.** Licensee must report all Authorized IP Address information for each Eligible Site to CAS and may access the Product only through an Authorized IP Address. Licensee warrants:
1. Each IP Address has been assigned exclusively to Licensee;
 2. Each Authorized IP Address is under the exclusive control of Licensee;
 3. the Product will only be used by Licensee's Named Users for use in accordance with the Terms of Use; and
 4. Licensee will promptly notify CAS of any changes to Licensee's IP Address(es).
- b. **Username Registration.** Each Named User must complete Self Registration prior to accessing the Product. Access to the Product after completing the registration process is permitted from any Authorized IP Address.
1. **Standard Registration Process.** Subject to approval by CAS, Named Users with a Licensee issued email address (e.g., user@Licensee.edu) will be permitted to create their own Usernames by using a special registration URL generated by a Key Contact. The URL must be access controlled (i.e., requiring a username/password combination, an Authorized IP Address or some other similar method of protecting access), so that only Named Users have access. Under no circumstances can the registration URL be publically accessible on the internet.

2. **Registration When Licensee Email Accounts Are Not Issued.** If Licensee does not issue a Licensee email account to all Named Users (e.g., user@Licensee.edu), a Named User may complete registration for the Product with a working email account from any domain (e.g., user@gmail.com). The Named User must be physically on an Eligible Site to register. Remote registration for initial account set-up via VPN or proxy is not permitted under this circumstance. Alternatively, a Named User may register off-campus via a direct invitation sent from the Product administrator.

c. **Compliance.** Licensee will use reasonable efforts to ensure that only Named Users have access to the Product and use the Product in accordance with the Terms of Use. Licensee acknowledges the ACS' copyright and ownership interests in the Product, that the Product is a principal product of CAS, and the importance to ACS and CAS of maintaining these rights in the Product. Licensee will exercise reasonable, good faith efforts to:

1. Inform Named Users of the restrictions addressed in the Terms of Use with respect to the use of the Product as well as all optional add-on modules (the "Restrictions") and to enforce the Restrictions;
2. Monitor usage of the Product for compliance with the Terms of Use and notify CAS immediately of any suspected violation by any user;
3. Investigate with CAS any violation or suspected violation of any of the Restrictions, whether by a Named User(s) or unauthorized user; and
4. Cooperate with CAS in the resolution of the matter.

Licensee agrees, at CAS' request, to review from time to time with CAS the efforts described above and to make such changes thereto as reasonably necessary. Licensee will be responsible for any failure on its part to act in compliance with the Terms of Use.

d. **Customer Support.** Named Users may request [CAS Customer Center](#) support during regular service hours at no additional charge. If Licensee is located in Japan, Licensee may also contact CAS' local agent in Japan for customer support.

8. **KEY CONTACT.** Licensee will designate at least one Named User to be a Key Contact. Licensee will provide CAS with updated contact information immediately if a Key Contact is added or changed. The Key Contact will serve as CAS' first point of contact for any Named User questions or usage issues. In the event that CAS contacts the Key Contact regarding actual or potential unauthorized use of the Product by a Named User or unauthorized user under the Terms of Use, the Key Contact and Licensee will use their best efforts to assist CAS in investigating and resolving such issues.

9. GENERAL PROVISIONS.

a. **Ownership.** The copyright and title to all property interests in or to the Product including search queries generated by a Named User and scientific information accessed using it, are in, and will remain with the ACS as owner. The Terms of Use do not grant Licensee any right of ownership.

b. **Confidentiality.** Licensee and CAS both agree to keep all terms set forth in each Order confidential as if it were each Party's own confidential information. For clarity, these Terms of Use are not considered confidential and can be posted on Library Websites for Authorized Users. Financial terms can be shared, in confidence, with other Consortium Participating Members or potential Participating Member, as needed for collective licensing purposes, or as required by law, provided such Participating Member or potential Participating Member agrees to keep such financial terms confidential as if it were that Participating Member or potential Participating Member's own confidential information.

c. **Limitation of Liability.** Provided Licensee is in compliance with the requirements of the Terms of Use, and except in instances of intentional acts or gross negligence of Licensee, or other situations in which Licensee was or should have been reasonably aware of unauthorized use of the Product or a violation of the Terms of Use, Licensee will not be liable to CAS for the actions of a Named User or unauthorized user who violates the terms of this License without the knowledge or consent of Licensee.

- d. **Warranty and Liability Disclaimers.** CAS warrants that the Product is free from significant defects in material and workmanship under normal use. CAS further warrants that the Product 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 THE PRODUCT AND ALL INFORMATION SUPPLIED TO LICENSEE PURSUANT TO THE TERMS OF USE, 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 PURSUANT TO THE TERMS OF USE 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 TO THE TERMS OF USE, OR IN ANY WAY ARISING FROM THE TERMS OF USE. As part of Licensee's Product experience, CAS may provide access to third party tools, software and services, including but not limited application program interfaces ("Third Party Services"). CAS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY CAS AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE LICENSEE'S INTENDED PURPOSE.
- e. **Privacy.** Each Party acknowledges and agrees that both Parties may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Licensee and/or Named Users utilize the Product related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the "Privacy Laws"). Licensee agrees that CAS may collect, use, and otherwise process Personal Data in accordance with the CAS Privacy Policy, attached hereto as "Attachment C" and incorporated herein by reference. Each Party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the Personal Data submitted to CAS or otherwise processed through the Product. Each Party shall promptly notify the other Party in the event of an unauthorized use, disclosure, collection, or access of Personal Data (an "Incident"). Licensee acknowledges and agrees that any such notification to impacted Named Users or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with Named Users or other data subjects, if known.
- f. **Information Use Policies.** The CAS Information Use Policies, are attached hereto as "Attachment D" and incorporated herein by reference. These policies describe the permissible use of the content accessed via the Product and may be changed at the discretion of CAS. In the event of any material change, CAS will notify Consortium and Licensee.
- g. **General Terms.** Should any part of the Terms of Use be unenforceable, all other provisions will not be affected. If either Party does not exercise any right provided for in the Terms of Use, this does not mean that such Party waives the right to exercise it in the future. Neither CAS nor Licensee may assign or sublicense, without the other's prior written consent, any rights, duties, or obligations under the Terms of Use to any person or entity, in whole or in part.

Licensee is responsible for all risks and costs associated with the performance of the Product, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties. The Parties agree there are no known applicable U.S. export control and sanctions laws and regulations in place that will prevent the execution and performance of these Terms of Use. In the event that Licensee or any of its parent or subsidiary companies or Participating Members were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS, then these Terms of Use will immediately terminate, Licensee will be entitled to a pro-rata refund of any prepaid license fees, and there will be no further liability to either party.

The Terms of Use may be changed at the discretion of CAS. In the event of any material change, CAS will notify Consortium and Licensee.

The foregoing GENERAL PROVISIONS shall survive the termination of Licensee's the Product access for any reason.

10. TERMINATION.

- a. **For Convenience.** Each Party has the right to terminate this License for the sake of convenience effective at the end of a Term, provided that the Party choosing to terminate gives the other Party at least 30 days' advance written notice.
- b. **For Default.** If either Party does not meet an obligation or promise made under the Terms of Use, the other may send written notice of the breach, including a reasonable cure period of not less than thirty (30) 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.
- c. **Conditions Following Termination.** On the effective date of termination, the License granted to use the Product is revoked, and Licensee will have no rights to continue to use the Product. Notwithstanding, the License to use content accessed through the Product will remain in effect following termination until the conclusion of the research project for which the content is being used or after thirty-six (36) months, whichever occurs first. After such time, Licensee agrees to destroy the content and any remaining license to use the content is automatically revoked.

The foregoing TERMINATION conditions shall survive the termination of Licensee's the Product access for any reason.

11. **NOTICES.** Any notice(s) given under the Terms of Use may be sent by electronic or certified mail to the Party's last known address.
12. **ENTIRE AGREEMENT.** The Terms of Use are the entire understanding between the Parties concerning the subject matter hereof, and supersede all prior representations and agreements, oral or written and, except as provided herein, may not be modified unless in writing signed by authorized individuals of both Parties. A copy of Licensee's Order shall have the same legal effect as an original. Any conflict between the Order and the terms contained herein shall be resolved in favor of the Order. If Licensee uses a purchase order in conjunction with ordering or paying for the Product, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete the Terms of Use. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THE TERMS OF USE.

Attachment C

CAS Privacy Policy Statement

This webpage sets out when and how we use your personal information that you or others provide to us.

WHO ARE WE ?

We are CAS, a division of the American Chemical Society (ACS). ACS is an American federally chartered non-profit organization. Our website is www.cas.org. We are located at 2540 Olentangy River Road, Columbus, Ohio 43202-1505, U.S.A.

HOW WE USE YOUR DATA?

When you use our products and /or services

When you use our products and services, we collect such information from you as your name, address, email address, phone number, employer/academic institution, position title and payment details, if applicable.

We use this information to verify whether you have an active account with us and to make sure you can access the services. We also use the information collected from you to provide customized content to you, including, for example, improved searching and search results.

We need to collect and use your personal information in this way to carry out the contract in place between us. We may also share the information with ACS.

When you attend one of our education sessions, CAS events or CAS product demonstrations

When you attend one of our educational sessions, CAS events or conferences or a CAS product demonstration, we will collect such information from you as your name, address, email address, phone number, employer/academic institution, position title and payment details, if applicable. We need to use your personal information in this way to complete and confirm your registration.

When you phone us, email us or use our website chat service

When you phone us or contact us by email with general queries, we may also handle your personal information in order to provide the customer services you have requested. This could be when you ask for our assistance troubleshooting issues with our products or services (customer support), explaining how our products or services work, or request information about new products and/or services.

Unless we are contracted to provide this support to you, we rely on your consent to handle your personal information in this way. If you do not provide us with the personal information we request from you for customer services purposes, we may not be able to fully answer your queries.

When you have expressed an interest in CAS:

This section applies if you have opted in to receive marketing communications from us, or have previously expressed an interest in CAS and not opted out.

We will handle your personal information (such as name, address, email address, phone number, position title, employer/academic institution) to provide you with marketing communications in-line with any preferences you have told us about.

When we send you marketing emails because you have opted-in to receive them, we rely on your consent to contact you for marketing purposes.

If you have not opted-in and we send you marketing emails, we do this because of our legitimate interest to promote the success of CAS and ACS as a whole.

Every email we send to you for marketing purposes will also contain instructions on how to unsubscribe from receiving them.

You are not under any obligation to provide us with your personal data for marketing purposes.

You can tell us that you do not want your personal information to be processed in this way at any time by contacting us at privacy@cas.org or by following the unsubscribe link shown in every marketing communication you receive from us.

To make our website, products and services better:

We will also use your personal information to provide you with a more effective user experience such as by displaying articles and links in which we think you will be interested.

Our use of your information in this way means that your experience of our site will be more tailored to you, and that the articles and links you see on our site may differ from those seen by someone accessing the same site with a different history or browsing habits.

We also share your aggregated, anonymous data with third party analytics and search engine providers that assist us in the improvement and optimization of our site.

We will also use your personal information for the purposes of making our site, products and services more secure, and to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes. We may also use your personal information to send you surveys about our products, services or site to help us improve our offerings to you.

We process your data for this reason because we have a legitimate interest to provide you with the best experience we can, and to ensure that our site, products and services are kept secure.

You can prevent us from using your personal information in this way by using the 'do not track' functionality in your internet browser if your browser offers this option. If you enable 'do not track' functionality, our site may be less tailored to your needs and preferences.

If our business or our assets are sold:

We will transfer your personal information to a third party if we sell any business or assets. We will provide your personal information to the seller (but only to the extent we need to, and always in accordance with data protection legislation);

We process your personal information for this purpose because we have a legitimate interest to ensure our business can be continued by the buyer. If you object to our use of your personal information in this way, the buyer of our business may not be able to provide services to you.

In some circumstances we may also need to share your personal information if we are under a duty to disclose or share it to comply with a legal obligation.

WHAT ABOUT TECHNICAL INFORMATION AND ANALYTICS?

When you visit our site, we will automatically collect such information as:

- technical information, including the Internet protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, screen resolution, operating system and platform; and
- information about your visit, including the full Uniform Resource Locators, clickstream to, through and from our site (including date and time), page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.

Information we receive from other sources: We are also working closely with third party advertising networks, analytics providers, hosting providers and search information providers from whom we may also receive general aggregated anonymous information about you.

We will combine the information you provide to us with information we collect about you.

COOKIES

Our website uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website. By continuing to browse the website, you are agreeing to our use of cookies.

Category Of Use	Purpose Of The Use
Preferences	To help us remember your settings and preferences so that we can provide you with a more personalized experience.
Authentication and Security	To log you into our products and services which enable us to show you your account data, and help us keep your account safe and secure.
Service Features and Performance	To provide you with functionality and optimize the performance of our products and services. For example, to keep track of your previous search requests and improve our website's load speed and performance
Analytics and Research	To help us understand how you are using our products and services so that we can make them better, faster, and safer.
Advertising	To enable our partners to serve ads for our products and services; deliver relevant ads to people who may be interested in them on other services; measure the performance of ads; and opt you out of receiving interest-based ads if that is your choice.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. We only use (and store) non-essential cookies on your computer's browser or hard drive if you

provide consent. We may collect information through your use of our products or in electronic communications to you. We use cookies to determine storage medium, provide you with access to third-party content, and to establish statistics about product usage. For example, by setting a cookie on a product, you will not have to login in a password more than once, which saves you time. The cookie also keeps track of your website browsing session while you are using our Products.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, which we do not have any control over.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

Except for essential cookies, all cookies will expire after 2 years.

WHERE IS MY DATA STORED?

We (and many of our external third parties) are based outside the European Economic Area (EEA) so their processing of your personal information will involve a transfer of data outside of the EEA.

Whenever we transfer your personal information outside of the EEA, we ensure it is protected by making sure at least one of the following safeguards is in place:

- by transferring your personal information to a country that has been deemed to provide an adequate level of protection by the European Commission;
- by using specific contracts approved by the European Commission which give your personal information the same protection it has in the EEA;
- where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US.

To keep this privacy policy as short and easy to understand as possible, we have not set out the specific circumstances when each of these protection measures are used. You can contact us at privacy@cas.org for the details as to how we protect specific transfers of your data.

All information you provide to us is stored on our secure servers or those of our third party data storage providers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. You must not share your password with anyone.

HOW LONG DO WE RETAIN YOUR DATA?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or contractual requirements.

To determine the appropriate retention period for the personal information we hold, we consider the amount, nature and sensitivity of the personal information, the risk of harm from unauthorized use or disclosure of your personal information, the reasons why we handle your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Where we have used your personal information to contact you for marketing communications, if you have opted-in:

- we will contact you periodically as we determine is reasonable and appropriate to ensure you would like to continue receiving electronic communications; or
If you tell us that you no longer wish to receive marketing communications from us, we promise to stop sending them to you.

Where we have processed your data for any other reason (such as where you have contacted us with a question in connection with our products or services) we will retain your data for as long as necessary to fulfill the purposes we collected it for, including to satisfy any legal, accounting or other similar requirements.

In some circumstances we may anonymize your personal data (so that it can no longer be associated with you) for research, product development, improvement or statistical purposes, in which case we may use this information indefinitely without further notice to you.

YOUR RIGHT TO OBJECT UNDER DATA PROTECTION LAWS

You have the right to object to us handling your personal information when:

- we are handling your personal information based on our and ACS's legitimate interests (as described in the "HOW DO WE USE YOUR DATA" section above). If you ask us to stop handling your personal information in this way, we will stop unless we can show you that we have compelling grounds as to why our use of your personal information should continue; or
- for marketing purposes. If you ask us to stop handling your personal information on this basis, we will stop.

WHAT ARE MY RIGHTS UNDER DATA PROTECTION LAWS?

You have various rights under the data protection laws, which you can exercise by contacting us. The easiest way to do this is by email at privacy@cas.org

Right of access

You are entitled receive confirmation as to whether your personal information is being processed by us, as well as various other information relating to our use of your personal information.

You also have the right to access your personal information which we are handling.

Right to rectification

You have the right to require us to rectify any inaccurate personal information we hold about you. You also have the right to have incomplete personal information we hold about you completed, by providing a supplementary statement to us.

Right to restriction

You can restrict our processing of your personal information where:

- you think we hold inaccurate personal information about you;
- our handling of your personal information breaks the law, but you do not want us to delete it
- we no longer need to process your personal information, but you want us to keep it for legal reasons; or

- where we are handling your personal information because we have a legitimate interest (as described in the “How We Use Your Data” section above, and are in the process of objecting to this use of your personal information.

Where you exercise your right to restrict us from using your personal information, we will then only process your personal information when you agree, except for storage purposes and to handle legal claims.

Right to data portability

You have the right to receive your personal information in a structured, standard machine readable format and to send this to another organization controlling your personal information.

This right only applies to your personal information we are handling because you consented to us using it or because there is a contract in place between us.

Right to erasure

You have the right to require us to erase your personal information which we are handling in the following circumstances:

- where we no longer need to use your personal information for the reasons for which we told you we collected it;
- where we needed your consent to use your personal information, you have withdrawn your consent and there is no other lawful way we can continue to use your personal information;
- when you object to our use of your personal information and we have no compelling reason to carry on handling it;
- if our handling of your personal information has broken the law; and
- when we must erase your personal information to comply with a law we are subject to.

Right to complain

You have the right to lodge a complaint with the supervisory authority for data protection issues in your country or territory. As we conduct business globally, we have not set out the specific supervisory authorities for each country in this policy, but please contact us if you would like us to identify who the relevant supervisory authority is in your country or territory.

WHAT ABOUT WEBSITES WE LINK TO?

Our site may, from time to time, contain links to and from the websites of our partner networks and affiliates.

If you follow a link to any of these websites or use our services, please note that you have left our site and these websites have their own privacy policies.

We do not accept any responsibility or liability for these policies or websites. Please check their policies before you submit any personal information to these websites.

WHEN WILL YOU CHANGE YOUR PRIVACY POLICY?

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or post.

Please check back frequently to see any updates or changes to our privacy policy.

HOW DO I CONTACT YOU WITH FEEDBACK?

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to privacy@cas.org.

This privacy policy was last updated on December 11, 2020.

Attachment D

Information Use Policy

INTRODUCTION

[CAS](#), a division of the [American Chemical Society](#) (ACS), is dedicated to improving people's lives through the transforming power of chemistry. This Information Use Policy (the "Policy") aims to support scientific research performed by individuals and teams of scientists, while protecting the intellectual property rights of ACS/CAS.

The Policy applies to all Information (as defined below) unless (i) your license for CAS product(s), service(s) and/or content provide otherwise, or (ii) CAS has granted you express written permission to use Information in a manner other than as set forth below under "Authorized Use of Information". In the event of a conflict between this Policy and the rights granted in (i) and (ii) above, then the rights granted in (i) and (ii) above shall control.

The Policy is subject to change at the discretion of CAS. Any changes made to the Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or post. Please check back frequently to see any updates or changes to the Policy.

DEFINITIONS

For the purpose of this of this Policy, the terms listed below shall have the following meanings:

- a. **CAS RN[®] or CAS Registry Number[®]**. a unique numerical identifier created and assigned to a chemical substance by CAS.
- b. **Database**. a collection of Information structured for search and retrieval with a computer system.
- c. **Information**. All content accessed by, or provided to, a User or Organization through a CAS product or service or provided by CAS to a User or Organization by any other means. Examples include, but are not limited to, abstracts, CAS Registry Number(s), bibliographic information, chemical reactions and structures, methods, full-text patents, substances, and reports.
- d. **Link**. a User created fixed electronic connection to Information.
- e. **Molfile**. a file format holding information about the atoms, bonds, connectivity and coordinates of a molecule.
- f. **Organization**: a corporate entity, academic institution or government agency accessing and using CAS Information with the permission of CAS through a valid license or other express written grant of right by CAS.
- g. **Project**. a research endeavor of an Organization of defined scope, staffing, and limited duration.
- h. **Record**. A subset of Information comprised of a CAS Accession Number with any or all associated CAS Information (e.g., a CA abstract number with any or all associated Information

in bibliographic Databases or a CAS RN with any or all associated Information in substance Databases.)

- i. **User.** an individual accessing and using Information with the permission of CAS through a valid license or other express written grant of right by CAS.

BUILDING AND USE OF A DATABASE

A User may build a searchable Database for use by such User or a User's Project team. Creation of centralized or networked internal and/or external Databases or Directories for any other purpose is prohibited. A Database may not be created or used with the purpose, or the effect, of avoiding subscription or other fees for accessing and using Information.

A User may download and retain no more than 5,000 Records and no more than 5,000 Molfiles at any given time. If downloaded and retained for the purpose of sharing within a Project team, the Records and Molfiles shall be deleted within 36 months of download, or, if such Records and Molfiles relate to a Project, then upon the conclusion of the Project.

DISTRIBUTION & USE OF INFORMATION

- **Attribution.** Distribution of Records or Information, whether inside or outside of an organization, to a government agency or via the Internet, in electronic or print format, shall include the following statement:

"Redistributed with permission. Copyright © [Insert Year] the American Chemical Society (ACS). All rights reserved."

- **Inside of User's Organization.** A User may make a de minimis amount of electronic or print copies of, and distribute to others within User's Organization, Information and/or Records for private, internal purposes related to the Organization's business.
- **Outside of User's Organization.** A User may distribute Information outside of User's Organization in the following manners:
 - A bibliography of references, provided that the bibliography is supplemental to the main content of the User's own copyrighted or uncopyrighted work.
 - A scientific publication such as a critical review, poster, presentation, research report, patent, or other communication.
 - A report to the government when the information and the reports are required by law or administrative policy.
- **By a Government Agency.** A government agency that legally receives required Information from a User or Organization may use the Information only for the legal purpose for which it was provided. Unless expressly required by law, the government agency may not share, exchange, or redistribute the Information to another Organization, including another government agency.
- **Via the Internet.** Except as expressly set forth in this Policy, publishing, sharing or redistributing Information via the Internet is prohibited.

CREATION AND DISTRIBUTION OF LINKS

Links are intended to be used only by a User or as a collaborative tool among a Project team. A User may create and distribute Links within User's Organization for private, internal purposes related to the Organization's business. Only Users and Organizations that hold a valid license to utilize CAS products and services may distribute, use and access Links. Links may not be aggregated or distributed for the purpose of enhancing or building a Database.

PROHIBITED USES OF INFORMATION

Information may not be:

- Aggregated or collected:
 - Directly or indirectly, in a collection, compilation, Database, manually, via automated programming, or otherwise (e.g., a script written to extract and download Information in batches).
 - Using any script/macro to automate an otherwise manual process, including but not limited to, an attempt to download or aggregate Information utilizing an automated process.
 - For the purposes of machine learning, algorithmic development, testing or enhancing, or any other artificial intelligence purposes.
- Redistributed:
 - For commercial gain or in any other way commercially exploit the Information in conjunction with federated search tools.
 - For any purpose other than as expressly set forth in this Policy, including but not limited to by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid.

CONTACT US

For use of Information in any manner other than as expressly set forth in the Policy, please contact [CAS Customer Center](#).

- **Visit:** <https://www.cas.org/contact>
- **Email:** help@cas.org
- **Phone:** +1 (614) 447-3700 (worldwide)
(800) 753-4227 (toll-free in the North America)
- **Mail:** CAS Customer Center, P.O. Box 3012, Columbus, Ohio 43210-0012, USA