

CAS Search Services Terms of Service

I. INTRODUCTION.

This CAS Search Services Agreement (“Agreement”) is made between CAS, a division of the American Chemical Society (“ACS”), and yourself (“Customer”), and sets forth the terms and conditions under which the CAS Search Services (“Services”) will be rendered.

II. SEARCH SERVICE REQUESTS AND INVOICING.

- a. **Submitting a Request and Receiving a Quote.** Customer may submit Services requests using the [Request Form](#) accessed through the CAS Search Services webpage. Depending on the information provided, CAS may require additional information to clarify the overall scope of the request, including requested data types, volumes, etc. Once CAS has sufficient information, CAS will provide Customer with a quote via email outlining the fee to perform the Services (“Quote”).
- b. **Accepting a Quote.** Customer shall respond to CAS’s email containing the Quote confirming Customer’s acceptance of the Quote. CAS will not undertake the Services request and CAS shall not be obligated to perform the Services until CAS receives this email acceptance from Customer.
- c. **Change in Scope.** In the event Customer wishes to expand the scope of Services after a Quote has been provided, CAS reserves the right to increase Services fees to accommodate the expanded Services scope of work. In such event, CAS will email a revised Quote for Customer’s response affirming approval. If Customer does not respond to the email with the revised Quote, Customer will remain liable for payment of all Services previously approved in the original, approved Quote. CAS shall have no obligation to perform the expanded Services unless or until Customer formally accepts the revised Quote via email.
- d. **Invoicing and Payment.** CAS will provide Customer with an invoice for the Quote following acceptance. Invoiced amounts are due in full within thirty (30) days of the date of the invoice and must be paid in U.S. Dollars. Late fees will be charged as reflected on the invoice. If a revised Quote is provided and fees under the original Quote have already been remitted, then an additional invoice will be provided for all approved fees in excess of the previously remitted amount.

Customer will bear all taxes, duties, and other governmental charges (collectively, “Taxes”) resulting from the Agreement. Customer will pay any Taxes as are necessary to ensure that the net amounts received by CAS after all such Taxes are paid are equal to the amounts that CAS would have been entitled to in accordance with this Agreement and applicable Quote(s) as if the taxes did not exist.

III. LICENSE TO DELIVERABLES AND THIRD-PARTY INFORMATION.

- a. **Deliverables.** CAS will provide a search report based upon Customer’s Request Form. The search report and any other supplemental data or information provided by CAS as part of the Services shall constitute the “Deliverables”.
- b. **License.** CAS grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, license to use the Deliverables for Customer’s internal business purposes (the “License”). The License will commence upon the delivery of the Deliverables and extend for a period of three (3) years or for as long as Customer maintains its CAS SciFinder license, whichever is longer (the “License Term”).

- c. **Ownership and Rights.** ACS owns any and all rights, title, and interest, including copyrights, in all Services and CAS information obtained from an ACS database and contained in the Deliverables or provided as part of the Services.

When Deliverables contain information obtained from third party databases, the use of such information is governed by such supplier's terms and conditions and all rights, title and interest, including copyrights, in the third-party databases shall remain with such third-party.

IV. GENERAL PROVISIONS.

- a. **General Terms of Service.** The [CAS General Terms of Service](#) are incorporated in whole by reference and made a part of this Agreement. In the event of a conflict between this Agreement and the General Terms of Service, the terms affording CAS the most protection shall control.
- b. **CAS Information Use Policy.** The [CAS Information Use Policy](#) is incorporated herein by reference. In the event of a conflict between this Agreement and the CAS Information Use Policy, the terms set forth in the main body of this Agreement shall control.
- c. **Risks and Costs Associated with Use.** Customer bears all risks and costs associated with use of the Services and the Deliverables.
- d. **Limitation of Liability.** The information provided by CAS as part of the Services and as contained in the Deliverables is 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 (i) errors, omissions, or inadequacies in the information contained in the Deliverables, or (ii) or the interpretation, use or reliance upon the information.
- e. **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.
- f. **Confidentiality.** CAS agrees to treat requests submitted by Customer as the confidential information of Customer.
- g. **Entire Understanding.** This Agreement, including the Request Form, Quote(s) and all additional terms incorporated into this Agreement by reference constitutes the entire understanding between the parties concerning Services, and supersedes all prior Agreements, oral or written. No other terms or conditions of any purchase order, or other non-CAS ordering document shall apply to the Services.