ACS Journal Legacy Archives
Terms and Conditions of Use
May 2005

1. Copyright and Proprietary Rights: The entire contents of the ACS Journal Legacy Archives, including individual journals, articles, abstracts, book chapters, and other items within these materials are copyrighted by the ACS under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code, which is party to both the Universal Copyright Convention and the Berne Copyright Convention. Licensee agrees not to remove or obscure copyright notices. ACS grants no copyright or ownership interests to Licensee for any of the material and proprietary information referred herein belonging to ACS.

2. Access:

2.a. ACS Journal Legacy Archives consists of Adobe Acrobat PDF articles published between 1879 through 1995. The ACS Journal Legacy Archives includes the backfile of all ACS titles and content published prior to 1996 and is sold as access to a single body of research.

ACS reserves the right to change formats with three months notice. It is the responsibility of the User to establish and maintain at User's expense Internet connections to the ACS, to provide and install suitable Web browsers, licenses for Adobe Acrobat, and any other software necessary to view the ACS Journal Legacy Archives.

2.b. ACS shall use reasonable commercial efforts to provide continuous availability of the licensed material through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of the ACS including public and private telecommunications services or Internet nodes or facilities.

2.c. Access Control by IP Address: Access to the ACS Journal Legacy Archives from within the Authorized Site are controlled by Internet Protocol (IP) addresses. Authorized Institution is responsible for providing valid IP addresses for their organization on Attachment B. The form of these IP addresses must be acceptable to the ACS. Only those IP addresses submitted by the Licensee and listed on Attachment B will have access to the material. Authorized Institution is responsible for providing reasonable security to ensure that only Authorized Users have access to its internal network.

2.d. Authorized Users: Authorized Users are those individuals officially affiliated with those non-corporate, academic and research institutions listed on Attachment B (Authorized Institutions), for example, those serving in the capacity of employees, consultants under contract with the Licensee, faculty and other teaching staff, and persons officially registered as full or part-time students, that are located at an Authorized Site and use an Authorized Terminal. Others who are physically present in the library at the Authorized Site may use the database from an Authorized Terminal but may not connect via telecommunications from locations outside the Authorized Site.

2.e. Access Rights for One-Time Permanent Access payments for the ACS Journal Legacy Archives: ACS Publications will maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the unlikely event that it proves infeasible for the ACS to maintain the ongoing availability of the PDF legacy archive, the Society, in consultation with its Library Advisory Group, will make the archive available through an acceptable depository. Should this situation arise, the Society will negotiate with TIB to access their suitability as said depository.

2.f. Delivery and Usage of Metadata: ACS will provide metadata at no charge to TIB to be used by TIB Services and to German national and regional library service units (including but not limited to vascoda and the Verbundzentralen like BVB, BSZ, GBV, HeBIS, HBZ, KOBV) and the other institutions included in this licence and their service units in order to make the metadata available to permanent worldwide usage.

3. Interpretation:

3.a. ACS electronic journal collection includes the ACS Web Editions and the ACS Journal Legacy Archives.
3.b. The access fee to the **ACS Journal Legacy Archives** entitles Authorized Users to access the current contents of the **ACS Journal Legacy Archives** during the years in which the subscription or ongoing annual access fee is paid.

3.c. The **ACS Journal Legacy Archives** include electronic access to all content available for all ACS journals published between 1879 and 1995 and does not include that material covered by a Web Edition subscription (see Section 3.b. above).

4. **Permitted Use:** Authorized Users may view, download, or print individual articles, individual chapters, or other individual items from the **ACS Journal Legacy Archives** for their personal scholarly, research, and educational use. Authorized Users may make a printed copy of individual articles for the internal or personal use of others who are Authorized Users and communicated individual articles to them.

5. **Use By Others Through InterLibrary Loan:** Except as set forth in paragraph six below, Users may use the **ACS Journal Legacy Archives** to fulfill requests for InterLibrary Loan (ILL). InterLibrary Loan shall include requests to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. An Authorized User may obtain a copy of an article in PDF format (Portable Document Format) and transmit it to the ILL requesting Library by mail, fax, or electronic transmission. The borrower may make free article copies from each ACS journal title for Interlibrary loan purposes within Germany only.

6. **Prohibited Use:** Except as provided in section five above, Authorized User agrees not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the contents of **ACS Journal Legacy Archives** or any portions thereof, to any third party. Articles and other information obtained from these services are not to be used for fee-for-service purposes such as document delivery and/or transmitted to non-subscribing institutions. **ACS Journal Legacy Archives** may not be used to supply single articles to InterLibrary Loan requesters that are employed by a commercial organization or by a library that belongs to a for-profit company, without separate prior written approval of ACS.

Authorized User agrees not to modify, alter, or create derivative works of the materials contained in **ACS Journal Legacy Archives** without prior written permission from the ACS.

Articles and other information obtained as a result of access to **ACS Journal Legacy Archives** are not to be systemically downloaded, re-published in any media, print or electronic form. Articles may not be downloaded in aggregate quantities or centrally stored for later retrieval.

Licensee and Authorized Institutions acknowledge that ACS, having given detailed notice of prohibited use, may temporarily block single Authorized Sites or IP addresses from access if prohibited use from that site is obvious, until Authorized Institution has cured the Prohibited Use. Access should be given again 48 hours after the announcement by the authorized site that prohibited use has stopped.

Licensee and Authorized Institutions acknowledge that ACS may prevent Authorized Institutions and Authorized Users, as the case may be, from using, implementing or authorizing use of any computerized or automated tool or application to search, index, test or otherwise obtain information from Licensed Materials (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Licensee and Authorized Institutions agree to assist ACS in correcting unauthorized use of such methods or applications, and acknowledges that ACS may from time to time implement tools or other controls on Licensed Materials to regulate or restrict use of computerized or automated applications that are used to search, index, test or obtain information from Licensed Materials. ACS acknowledges that Licensee and Authorized Institutions may not be able to prevent its Patrons from using such methods or applications.

Authorized Institutions are required to notify Licensee and ACS of any infringements of copyrights or unauthorized use of which they become aware. Authorized Institutions will cooperate with the ACS in investigating any such unauthorized uses and taking reasonable steps to prevent a reoccurrence.

7. **Warranty.** With respect to the Journal Legacy Archives access being provided under this Agreement, the Licensee and Authorized Institutions acknowledge that - with the exception of clause 8 - ACS makes absolutely no warranties whatsoever, express or implied, regarding the access, including any implied warranty of
merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance. As a result, the Licensee and Authorized Institutions agree that ACS shall not be liable to the Licensee or Authorized Institutions for any claims or damages which may be suffered by the Licensee or Authorized Institution, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions caused by the fault or negligence of ACS.

Under no circumstances, including negligence, shall ACS or anyone else involved in administering the Web Edition/Journal Legacy Archives access be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to access the Web Editions or ACS Journal Legacy Archives; or that result in mistakes, omissions, interruptions, deletion of files, defects, viruses or delays in operation or transmission, or any failure of performance, whether or not limited to any acts of God, communications failure, theft, or destruction of records, programs, or services.

8. Warranty of Rights Ownership and Indemnification: ACS warrants that ACS has the copyright of the licensed material. In the event that third parties shall make claims against Licensee or Authorized Users in connection with these rights, ACS shall defend all claims and indemnify Licensee or Authorized Institutions against any claims by third parties which relate to any possible legal infringement in relation to the licensed material. This shall not apply to the extent that Authorized Institutions used the licensed material in breach of the rights granted in this license.

9. Delivery of the ACS Journal Legacy Archives is in the District of Columbia, U.S.A.