#### **CORPORATE SALES – B2B TERMS OF USE**

#### Terms of Use

The following Terms of Use govern use by all Users of this website and its contents (the "Electronic Product(s)"). Please read the following carefully because by using this Website You are agreeing to abide by these Terms of Use.

# Copyright

The entire contents of the Electronic Products, and each article and abstract and other material available through this Website is protected by copyright. As a User, You have certain rights specified below; all other rights are reserved.

# Definitions

- 1. Website This website and its contents made available by Wiley or its affiliates on the Worldwide Web including all products, services and features offered via the service.
- 2. Electronic Products All products, services and content available in Website shall be deemed included within the definition of Electronic Products.
- 3. Intellectual Property Rights These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world. You acknowledge that the Electronic Products and Website and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed to You are expressly reserved by Wiley.
- 4. Users Users of the Website.
- 5. Open Access License(s) Some products, services and content available in this Website may be made available on an open access basis. Such licenses make content openly accessible to all Users subject to the terms set out in the relevant open access or creative commons license. In the event of any conflict between these Terms of Use and the applicable Open Access License, the latter shall apply with respect to that product, service or content.

# **Rules of Use**

A. To make the Website and the Electronic Products useful, the following rules apply:

- 1. You will have access to all Content within the Website. You may browse all Tables of Content and Abstracts where available.
- 2. As a User, You will have access to the full text of the Electronic Products on this Website. Users may download, search, retrieve, display and view, copy and save to a secure network or other electronic storage media and store or print out single copies of individual articles or items for their own personal use, scholarly, educational or scientific research or internal business use. You may also transmit such material to a third-party colleague in hard copy or electronically for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including scientific social networks) or automated delivery, or for any other use (including

distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <u>http://olabout.wiley.com/WileyCDA/Section/id-826716.html</u> and solely in accordance therewith). In addition, You have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles in the Licensed Electronic Product(s) in their own scientific, scholarly and educational works. Please note that this right does not extend to use of items, images or figures which are separately listed as the copyright of a third party. For any uses that do not fall within the above limits, You will need to seek permission from Wiley, please email: <u>permissions@wiley.com</u>

- 3. This Website may allow Users to add your own original content or post your content in blog or user comment areas ("Your Content"). Remember that all information that is disclosed in blog, comment or other public areas becomes public information and you should exercise caution when deciding to share any of your personal information as part of Your Content. By submitting Your Content to the Website, you hereby grant Wiley a worldwide, royalty-free, non-exclusive, sublicenseable and transferable license to use, distribute, reproduce, prepare derivative works of, perform and display Your Content in connection with the Website and Wiley's business, including without limitation for promoting the Website, in all media now known or hereafter devised through any media channels.
- 4. Except as expressly permitted herein, you shall not upload, post or otherwise distribute or facilitate distribution of any content that:
  - a. Is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, discriminatory, sexually oriented or tortious;
  - b. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
  - c. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, or any form of lottery or gambling;
  - d. Constitutes the selling or trading of any merchandise;
  - e. Constitutes the soliciting for advertisers/sponsors; conducting contests/raffles; displaying advertising/sponsorship art; promoting, soliciting or participating in chain letters or marketing/pyramid schemes;
  - f. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
  - g. Contains links to sites that violate these Terms of Use, such as pornographic sites, defamatory sites, and so on; or
  - h. Impersonates any person or entity.
- 5. We may not always screen, monitor or edit the content posted by users of the Website. We have the right at our sole discretion to remove any content that, in our judgment, does not comply with the foregoing or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content.
- 6. You are responsible for all activity that occurs under your account and You are solely responsible for maintaining the confidentiality of your access codes and account information where applicable. You must notify us immediately if you become aware of any unauthorized use of your access codes or account information

**B.** Except as provided above or with respect to material published on an open access basis, Users may not copy, distribute, transmit or otherwise reproduce, sell or resell material from Electronic Product(s); store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use or for a fee or free of charge.

**C.** Users agree not to remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on the Website. Users may not integrate material from the Electronic Product(s) with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

**D.** Users may not do anything to restrict or inhibit any other User's access to or use of Website and the Electronic Product(s).

**E.** If a User refuses or fails to abide by these Terms of Use or violates any other terms of this Agreement, Wiley reserves the right in its sole discretion to suspend or terminate their access to Website and the Electronic Products immediately without notice, in addition to any other available remedies.

**F.** All rights (including without limitation, copyrights, trademarks, patents and trade secrets) in the Website and the Electronic Products and the content contained therein, are and will remain the sole and exclusive property of Wiley and/or its licensors. No title to or ownership of any portion of the Website or the Electronic Products or any proprietary rights related to those products/services, is or will be transferred pursuant to or by virtue of this agreement.

# **Additional Terms**

Wiley is not responsible for any charges associated with accessing the Website and the Electronic Products, including, but not limited to, any computer equipment, telephone or internet connections and access software.

Wiley may modify any of these terms and conditions at any time by providing notice on the Website. A User's continued use of Website shall be conclusively deemed acceptance of such modification.

The Website may provide links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Users assume the sole responsibility for the accessing of third-party websites and the use of any content appearing on such websites.

# **Privacy and Data Protection Policy**

Wiley recognizes the importance of protecting the information it collects in the operation of Website and will act in compliance with the Privacy Policy posted at <u>http://www.wiley.com/go/privacy</u>.

# Corrections

The Website and the Electronic Products may contain errors or inaccuracies and may not be complete or current. Wiley, therefore, reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

#### **Warranty Limitations**

THIS WEBSITE AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE USE OF THE ELECTRONIC PRODUCTS, THIS WEBSITE AND ALL MATERIALS IS AT THE USER'S OWN RISK; ACCESS TO THIS WEBSITE AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE ELECTRONIC PRODUCTS OR THE MATERIALS CONTAINED IN THIS WEBSITE, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USER'S USE OF OR INABILITY TO USE THIS WEBSITE, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.