



Customer Site.

- 2.1.1 Neither Customer nor Authorised Users may make available or distribute any part of Subscription on any other network.
- 2.1.2 Access must be by means of Secure Authentication.
- 2.2 Publisher licenses Customer to provide access to Subscription via means of Secure Authentication to Authorised Users so that these users may access and use Subscription in accordance with the terms of this Agreement.
- 2.3 Publisher licenses Customer to re-engineer Subscription at Customer Site to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Subscription.
- 2.4 Publisher licenses Customer to use Subscription for regulatory purposes at Customer Sites, including but not limited to including extracts from Subscription in regulatory submissions to regulatory authorities and electronic storage thereof in perpetuity for later retrieval and submission, provided that such regulatory purposes do not amount to commercial redistribution for direct profit.
- 2.5 Publisher licenses Customer to make such back-up copies of Subscription at Customer Site as are reasonably necessary to give effect to its rights and obligations under this Agreement.
- 2.6 If Customer wishes to make any other use of Subscription or to carry out any other activity related to Subscription that is not explicitly mentioned above in this Clause 2 or set out in Clause 5, Customer must obtain prior written permission from Publisher.

### 3. Payment

Access to Subscription will only 0.002 Tc 5d002 Tc 5d00( )Tj EI5.3 (u3 (.4)-12.2 (pr)-6.3 (i)3.1 (or)-18.4 ( w)9.2 (r)-18.4 (i

## **5. Authorised Uses**

5.1 Authorised Users of Subscription are permitted to:

5.1.1 search, retrieve, display, and view information from Subscription;

5.1.2



repay to Customer the proportion of the fees paid that represents the unexpired part of any subscription or lease fees paid by Customer for Subscription under this Agreement.

- 8.8 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Customer any Fees paid by Customer for Subscription under this Agreement.
- 8.9 Publisher reserves the right to terminate this Agreement for any reason following sixty (60) days' written notice to Customer. In this case Publisher will give Customer a refund only on the RSC Electronic Content that it subscribes to at the appropriate institutional price on a pro rata basis. Under these circumstances refunds are not applicable to subscriptions to RSC Printed Content.
- 8.10 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.

## **9. Warranties and Liabilities**

- 9.1 Publisher hereby warrants to Customer that it has full power to enter into and perform this Agreement and that so far as it is aware Subscription does not violate or infringe any existing copyright, licence or third-party rights.
- 9.2 Customer hereby warrants to Publisher that it has full power to enter into and perform this Agreement.
- 9.3 Publisher shall use reasonable endeavours to ensure that Subscription is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage of any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Customer and alleged to be caused by:
- (i) omissions or errors in the Subscription or their consequences; or
  - (ii) faults in or corruption of Subscription or their consequences, including but not limited to any defects caused by or during the transmission of Subscription across the Internet or by the processing of Subscription by Customer.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of either party to the other for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.5 Subject to Clauses 9.4 and 9.6, in the event that Customer makes a claim against Publisher for whatever reason, Publisher's liability (if any) shall not exceed the price paid or to be paid by the Customer for the Subscription. Under no circumstances shall Publisher be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 9.6 Publisher shall indemnify and hold Customer harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Customer by a third party claiming Subscription is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Customer promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Customer not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Customer has amended Subscription in any way to the extent that such amendment is the cause of the infringement.
- 9.7 If Publisher becomes aware of any item or part of an item in Subscription for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is

10.1 This Agreement, together with the associated information relating to Subscription and Secure Authentication, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set

and Customer support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them.

## **18. Headings**

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **19. Miscellaneous**

19.1 Rights of Third Parties. The parties hereby confirm that no provision of this Agreement shall or