## Terms of Use

The terms set forth below (the "Agreement") govern your use of this Web site and/or your use of any of the components found at this Web site ("Site"). By using or visiting the Site, you expressly agree to be bound by this Agreement and to follow all terms and applicable laws and regulations governing the Site. If you do not agree with this Agreement, your sole recourse is not to use the Site or any of the components found herein.

Proper Use. The content and software on this Site is the property of OCLC and/or its 1. suppliers or licensors, and such content and software is protected by U.S. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own non-commercial use) from the Site, except in accordance with the terms of this Agreement. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Site unless explicitly stated otherwise. Furthermore, the Site is provided to you for your own use, and it may not be used for any commercial purposes except in accordance with the terms of this Agreement. For example, you may not do any of the following without written permission from OCLC: use the Site to sell a product or service; use the Site to increase traffic to your Web site for commercial reasons, such as advertising sales; take the results from the Site and reformat and display them, or mirror any portion of the Site on your Web site. Any use of the Site that infringes upon the intellectual property rights of OCLC and/or its suppliers or licensors, or that is for commercial purposes will be investigated and OCLC shall have the right to take appropriate civil and criminal legal action.

## 2. Use and Attribution of the FAST Dataset.

Notwithstanding anything to the contrary in Section 1, use of the FAST Dataset is subject to the ODC Attribution License <a href="https://www.oclc.org/research/themes/data-science/fast/odcby.html">https://www.oclc.org/research/themes/data-science/fast/odcby.html</a>. Any and all use of the FAST Dataset hereunder requires that the following proprietary rights notice be displayed on the initial page of the relevant interface or in an equally prominent and appropriate place:

This [title of report or article or dataset] contains information from <u>FAST (Faceted Application of Subject Terminology) Data</u> which is made available by OCLC, Inc. under the <u>ODC</u> <u>Attribution License</u>.

Or, if including implicit links isn't possible, links can be included explicitly:

This [title of report or article or dataset] contains information from FAST (Faceted Application of Subject Terminology) Data (http://www.oclc.org/research/activities/fast/datafiles.htm) which is made available by OCLC, Inc. under the ODC Attribution License (http://www.oclc.org/research/activities/fast/odcby.htm).

3. **User Contribution and Privacy**. OCLC encourages community comments and suggestions on our research endeavors, and reserves the right to modify, improve, or otherwise inform ongoing projects as a result of such input. Any such input should be offered without expectation of compensation, partnership, or recognition beyond the association of the comment with its author in the forum in which it is offered. OCLC shall have the right to retain and use any such Information in current or future products or services, without further compensation to you. To the extent such Information is protectable under intellectual property laws, you agree to cooperate with OCLC as needed to provide such protection as OCLC may desire and you agree to assign your rights to such Information to OCLC. The cost of any such assignment will be at OCLC's expense.

- 4. No Warranty. Please note that the services provided as part of this Site are experimental in nature. They have not been tested in any manner, and OCLC does not represent that they are reliable, accurate, complete, or otherwise valid. ACCORDINGLY, THE SITE IS PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND AND YOU USE THE SERVICE AT YOUR OWN RISK. OCLC EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SITE OR ITS CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some states do not allow the exclusion of warranty, so the above exclusions may not apply to you.
- 5. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL OCLC BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE, WHETHER OR NOT OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OCLC BE LIABLE TO YOU FOR ANY AMOUNT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you.
- 6. **Release and Waiver**. To the maximum extent permitted by applicable law, you hereby release, and waive all claims against OCLC and its employees, suppliers, licensors and agents from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with use of the Site. If you are a California resident, you waive your rights under California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations similarly waive their rights under applicable and/or analogous laws, statutes, or regulations.
- 7. **Modifications of Terms.** OCLC shall have the right to modify the terms of this Agreement at any time, which modification shall be effective immediately upon posting to the Site. Accordingly, we suggest that you check this page periodically. To make your review more convenient, we will post a version number or date at the bottom of this page.
- 8. **Violations of Terms**. In addition to any legal remedies that OCLC may have for your violation of the terms of this Agreement, OCLC shall also have the right in its sole discretion to suspend or terminate your access to the Site.
- 9. Hold Harmless and Indemnity. You agree to hold harmless and indemnify OCLC, and its employees, agents and representatives, from and against any third party claim arising from or in any way related to your use of the Site, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, OCLC will provide you with written notice of such claim, suit or action
- 10. No Assignment. You shall not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without OCLC's prior written consent. Any such purported assignment or delegation by you without OCLC's prior written consent will be null and void and of no force or effect, unless otherwise expressly consented to by OCLC at its sole and absolute discretion.
- 11. **Relationship of the Parties**. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, agent, employee or employer of the other and shall not bind nor attempt to bind the other to any contract.

- 12. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Columbus, Ohio, U.S.A., and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, OCLC may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.
- 13. **Miscellaneous**. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. OCLC's failure to act with respect to a breach by you or others does not waive OCLC's right to act with respect to subsequent or similar breaches. The failure of OCLC to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. This agreement shall be interpreted in accordance with the laws of the State of Ohio. This Agreement constitutes the entire agreement between OCLC and you with respect to the subject matter hereof.

Last updated: 20190402