

F) User must ensure (through use of an electronic cover page or other appropriate means) that any person, upon gaining electronic access to the material, which is the subject of a permission, shall see:

- o a proper copyright notice, identifying the Rightsholder in whose name CCC has granted permission;
- o a statement to the effect that such copy was made pursuant to permission;
- o a statement identifying the class to which the material applies and notifying the reader that the material has been made available electronically solely for use in the class; and
- o a statement to the effect that the material may not be further distributed to any person outside the class, whether by copying or by transmission and whether electronically or in paper form, and User must also ensure that such cover page or other means will print out in the event that the person accessing the material chooses to print out the material or any part thereof.

G) any permission granted shall expire at the end of the class and, absent some other form of authorization, User is thereupon required to delete the applicable material from any electronic storage or to block electronic access to the applicable material.

iv) Uses of separate portions of a Work, even if they are to be included in the same course material or the same university or college class, require separate permissions under the electronic course content pay-per-use Service. Unless otherwise provided in the Order Confirmation, any grant of rights to User is limited to use completed no later than the end of the academic term (or analogous period) as to which any particular permission is granted.

v) Books and Records; Right to Audit. As to each permission granted under the electronic course content Service, User shall maintain for at least four full calendar years books and records sufficient for CCC to determine the numbers of copies made by User under such permission. CCC and any representatives it may designate shall have the right to audit such books and records at any time during User's ordinary business hours, upon two days' prior notice. If any such audit shall determine that User shall have underpaid for, or underreported, any electronic copies used by three percent (3%) or more, then User shall bear all the costs of any such audit; otherwise, CCC shall bear the costs of any such audit. Any amount determined by such audit to have been underpaid by User shall immediately be paid to CCC by User, together with interest thereon at the rate of 10% per annum from the date such amount was originally due. The provisions of this paragraph shall survive the termination of this license for any reason.

c) **Pay-Per-Use Permissions for Certain Reproductions (Academic photocopies for library reserves and interlibrary loan reporting) (Non-academic internal/external business uses and commercial document delivery).** The License expressly excludes the uses listed in Section (d)(i)-(iv) below (which must be subject to separate license from the applicable Rightsholder) for: academic photocopies for library reserves and interlibrary loan reporting; and non-academic internal/external business uses and commercial document delivery:

- i) electronic storage of any reproduction (whether in plain-text, PDF, or any other format) other than on a transitory basis;
- ii) the input of Works or reproductions thereof into any computerized database;
- iii) reproduction of an entire Work (cover-to-cover copying) except where the Work is a single article;
- iv) reproduction for resale to anyone other than a specific customer of User;
- v) republication in any different form. Please obtain authorizations for these uses through other CCC services or directly from the rightsholder.

Any license granted is further limited as set forth in any restrictions included in the Order Confirmation and/or in these Terms.

d) **Electronic Reproductions in Online Environments (Non-Academic email, intranet, internet and extranet).** For "electronic reproductions", which generally includes e-mail use (including instant messaging or other electronic transmission to a defined group of recipients) or posting on an intranet, extranet or Internet site (including any display or performance incidental thereto), the following additional terms apply:

- i) Unless otherwise set forth in the Order Confirmation, the License is limited to use completed within 30 days for any use on the Internet, 60 days for any use on an intranet or extranet and one year for any other use, all as measured from the "republication date" as identified in the Order Confirmation, if any, and otherwise from the date of the Order Confirmation.
- ii) User may not make or permit any alterations to the Work, unless expressly set forth in the Order Confirmation (after request by User and approval by Rightsholder); provided, however, that a Work consisting of photographs or other still images not embedded in text may, if necessary, be resized, reformatted or have its resolution modified without additional express permission, and a Work consisting of audiovisual content may, if necessary, be "clipped" or reformatted for purposes of time or content management or ease of delivery (provided that any such resizing, reformatting, resolution modification or "clipping" does not alter the underlying editorial content or meaning of the Work used, and that the resulting material is used solely within the scope of, and in a manner consistent with, the particular License described in the Order Confirmation and the Terms.

15) Miscellaneous.

a) User acknowledges that CCC may, from time to time, make changes or additions to the Service or to the Terms, and that Rightsholder may make changes or additions to the Rightsholder Terms. Such updated Terms will replace the prior terms and conditions in the order workflow and shall be effective as to any subsequent Licenses but shall not apply to Licenses already granted and paid for under a prior set of terms.

b) Use of User-related information collected through the Service is governed by CCC's privacy policy, available online at www.copyright.com/about/privacy-policy/.

c) The License is personal to User. Therefore, User may not assign or transfer to any other person (whether a natural person or an organization of any kind) the License or any rights granted thereunder; provided, however, that, where applicable, User may assign such License in its entirety on written notice to CCC in the event of a transfer of all or substantially all of User's rights in any new material which includes the Work(s) licensed under this Service.

d) No amendment or waiver of any Terms is binding unless set forth in writing and signed by the appropriate parties, including, where applicable, the Rightsholder. The Rightsholder and CCC hereby object to any terms contained in any writing prepared by or on behalf of the User or its principals, employees, agents or affiliates and purporting to govern or otherwise relate to the License described in the Order Confirmation, which terms are in any way inconsistent with any Terms set forth in the Order Confirmation, and/or in CCC's standard operating procedures, whether such writing is prepared prior to, simultaneously with or subsequent to the Order Confirmation, and whether such writing appears on a copy of the Order Confirmation or in a separate instrument.

e) The License described in the Order Confirmation shall be governed by and construed under the law of the State of New York, USA, without regard to the principles thereof of conflicts of law. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to such license shall be brought, at CCC's sole discretion, in any federal or state court located in the County of New York, State of New York, USA, or in any federal or state court whose geographical jurisdiction covers the location of the Rightsholder set forth in the Order Confirmation. The parties expressly submit to the personal jurisdiction and venue of each such federal or state court.

Last updated October 2022

B.2. The License for Article 2 in Chapter 5

JOHN WILEY AND SONS LICENSE TERMS AND CONDITIONS

Nov 02, 2023

This Agreement between Pelin Ulukan ("You") and John Wiley and Sons ("John Wiley and Sons") consists of your license details and the terms and conditions provided by John Wiley and Sons and Copyright Clearance Center.

License Number	5660870008486
License date	Nov 02, 2023
Licensed Content Publisher	John Wiley and Sons
Licensed Content Publication	ChemPhotoChem
Licensed Content Title	Photophysical Properties of Boron-Based Chromophores as Effective Moieties in TADF Devices: A Computational Study**
Licensed Content Author	Pelin Ulukan, Antonio Monari, Saron Catak
Licensed Content Date	Sep 27, 2023
Licensed Content Volume	0
Licensed Content Issue	0
Licensed Content Pages	16
Type of use	Dissertation/Thesis
Requestor type	Author of this Wiley article
Format	Print and electronic
Portion	Full article
Will you be translating?	No
Title of new work	Static and Dynamic Simulations of Photoprocesses in Organic Phosphorescent and Thermally Activated Delayed Fluorescent Materials
Institution name	Bogazici University
Expected presentation date	Nov 2023

<https://s100.copyright.com/AppDispatchServlet>

1/4

Order reference number 20091993

Pelin Ulukan
Istanbul

Requestor Location Istanbul, other
Turkey
Attn: Miss Pelin Ulukan

Publisher Tax ID EU826007151

Total 0.00 USD

Terms and Conditions

TERMS AND CONDITIONS

This copyrighted material is owned by or exclusively licensed to John Wiley & Sons, Inc. or one of its group companies (each a "Wiley Company") or handled on behalf of a society with which a Wiley Company has exclusive publishing rights in relation to a particular work (collectively "WILEY"). By clicking "accept" in connection with completing this licensing transaction, you agree that the following terms and conditions apply to this transaction (along with the billing and payment terms and conditions established by the Copyright Clearance Center Inc., ("CCC's Billing and Payment terms and conditions"), at the time that you opened your RightsLink account (these are available at any time at <http://myaccount.copyright.com>).

Terms and Conditions

- The materials you have requested permission to reproduce or reuse (the "Wiley Materials") are protected by copyright.
- You are hereby granted a personal, non-exclusive, non-sub licensable (on a stand-alone basis), non-transferable, worldwide, limited license to reproduce the Wiley Materials for the purpose specified in the licensing process. This license, and any CONTENT (PDF or image file) purchased as part of your order, is for a one-time use only and limited to any maximum distribution number specified in the license. The first instance of republication or reuse granted by this license must be completed within two years of the date of the grant of this license (although copies prepared before the end date may be distributed thereafter). The Wiley Materials shall not be used in any other manner or for any other purpose, beyond what is granted in the license. Permission is granted subject to an appropriate acknowledgement given to the author, title of the material/book/journal and the publisher. You shall also duplicate the copyright notice that appears in the Wiley publication in your use of the Wiley Material. Permission is also granted on the understanding that nowhere in the text is a previously published source acknowledged for all or part of this Wiley Material. Any third party content is expressly excluded from this permission.
- With respect to the Wiley Materials, all rights are reserved. Except as expressly granted by the terms of the license, no part of the Wiley Materials may be copied, modified, adapted (except for minor reformatting required by the new Publication), translated, reproduced, transferred or distributed, in any form or by any means, and no derivative works may be made based on the Wiley Materials without the prior permission of the respective copyright owner. For STM Signatory Publishers clearing permission under the terms of the [STM Permissions Guidelines](#) only, the terms of the license are extended to include subsequent editions and for editions in other languages, provided such editions are for the work as a whole in situ and does not involve the separate exploitation of the permitted figures or extracts. You may not alter, remove or suppress in any manner any copyright, trademark or other notices displayed by the Wiley Materials. You may not license, rent, sell, loan, lease, pledge, offer as security, transfer or assign the Wiley Materials on a stand-alone basis, or any of the rights granted to you hereunder to any other person.
- The Wiley Materials and all of the intellectual property rights therein shall at all times remain the exclusive property of John Wiley & Sons Inc, the Wiley Companies, or their respective licensors, and your interest therein is only that of having possession of and the right to reproduce the Wiley Materials pursuant to Section 2 herein during the continuance of this Agreement. You agree that you own no right, title or interest in or to the Wiley Materials or any of the intellectual

property rights therein. You shall have no rights hereunder other than the license as provided for above in Section 2. No right, license or interest in any trademark, trade name, service mark or other branding ("Marks") of WILEY or its licensors is granted hereunder, and you agree that you shall not assert any such right, license or interest with respect thereto

- NEITHER WILEY NOR ITS LICENSORS MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND TO YOU OR ANY THIRD PARTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MATERIALS OR THE ACCURACY OF ANY INFORMATION CONTAINED IN THE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, INTEGRATION OR NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY WILEY AND ITS LICENSORS AND WAIVED BY YOU.
- WILEY shall have the right to terminate this Agreement immediately upon breach of this Agreement by you.
- You shall indemnify, defend and hold harmless WILEY, its Licensors and their respective directors, officers, agents and employees, from and against any actual or threatened claims, demands, causes of action or proceedings arising from any breach of this Agreement by you.
- IN NO EVENT SHALL WILEY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE DOWNLOADING, PROVISIONING, VIEWING OR USE OF THE MATERIALS REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, INFRINGEMENT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, USE, BUSINESS OPPORTUNITY OR CLAIMS OF THIRD PARTIES), AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of either party's right to enforce each and every term and condition of this Agreement. No breach under this agreement shall be deemed waived or excused by either party unless such waiver or consent is in writing signed by the party granting such waiver or consent. The waiver by or consent of a party to a breach of any provision of this Agreement shall not operate or be construed as a waiver of or consent to any other or subsequent breach by such other party.
- This Agreement may not be assigned (including by operation of law or otherwise) by you without WILEY's prior written consent.
- Any fee required for this permission shall be non-refundable after thirty (30) days from receipt by the CCC.
- These terms and conditions together with CCC's Billing and Payment terms and conditions (which are incorporated herein) form the entire agreement between you and WILEY concerning this licensing transaction and (in the absence of fraud) supersedes all prior agreements and representations of the parties, oral or written. This Agreement may not be amended except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives, and authorized assigns.
- In the event of any conflict between your obligations established by these terms and conditions and those established by CCC's Billing and Payment terms and conditions, these terms and conditions shall prevail.
- WILEY expressly reserves all rights not specifically granted in the combination of (i) the license details provided by you and accepted in the course of this licensing transaction, (ii) these terms and conditions and (iii) CCC's Billing and Payment terms and conditions.
- This Agreement will be void if the Type of Use, Format, Circulation, or Requestor Type was misrepresented during the licensing process.

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regards to such state's conflict of law rules. Any legal action, suit or proceeding arising out of or relating to these Terms and Conditions or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York in the United States of America and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

WILEY OPEN ACCESS TERMS AND CONDITIONS

Wiley Publishes Open Access Articles in fully Open Access Journals and in Subscription journals offering Online Open. Although most of the fully Open Access journals publish open access articles under the terms of the Creative Commons Attribution (CC BY) License only, the subscription journals and a few of the Open Access Journals offer a choice of Creative Commons Licenses. The license type is clearly identified on the article.

The Creative Commons Attribution License

The [Creative Commons Attribution License \(CC-BY\)](#) allows users to copy, distribute and transmit an article, adapt the article and make commercial use of the article. The CC-BY license permits commercial and non-

Creative Commons Attribution Non-Commercial License

The [Creative Commons Attribution Non-Commercial \(CC-BY-NC\) License](#) permits use, distribution and reproduction in any medium, provided the original work is properly cited and is not used for commercial purposes.(see below)

Creative Commons Attribution-Non-Commercial-NoDerivs License

The [Creative Commons Attribution Non-Commercial-NoDerivs License \(CC-BY-NC-ND\)](#) permits use, distribution and reproduction in any medium, provided the original work is properly cited, is not used for commercial purposes and no modifications or adaptations are made. (see below)

Use by commercial "for-profit" organizations

Use of Wiley Open Access articles for commercial, promotional, or marketing purposes requires further explicit permission from Wiley and will be subject to a fee.

Further details can be found on Wiley Online Library
<http://olabout.wiley.com/WileyCDA/Section/id-410895.html>

Other Terms and Conditions:

v1.10 Last updated September 2015

Questions? customercare@copyright.com.

B.3. The License for Article 3 in Chapter 6



This is a License Agreement between PELİN ULUKAN ("User") and Copyright Clearance Center, Inc. ("CCC") on behalf of the Rightsholder identified in the order details below. The license consists of the order details, the Marketplace Permissions General Terms and Conditions below, and any Rightsholder Terms and Conditions which are included below.

All payments must be made in full to CCC in accordance with the Marketplace Permissions General Terms and Conditions below.

Order Date	11-Dec-2023	Type of Use	Republish in a thesis/dissertation
Order License ID	1425893-1	Publisher	ROYAL SOCIETY OF CHEMISTRY
ISSN	1463-9076	Portion	Chapter/article

LICENSED CONTENT

Publication Title	Physical chemistry chemical physics : PCCP	Rightsholder	Royal Society of Chemistry
Article Title	Photophysical Properties of Sulfone-Based TADF Emitters in Relation To Their Structural Properties	Publication Type	Journal
Author/Editor	Royal Society of Chemistry (Great Britain), Deutsche Bunsen-Gesellschaft für Physikalische Chemie., Koninklijke Nederlandse Chemische Vereniging., Società chimica italiana.	Start Page	31457
Date	01/01/1999	End Page	31470
Language	English	Issue	45
Country	United Kingdom of Great Britain and Northern Ireland	Volume	25

REQUEST DETAILS

Portion Type	Chapter/article	Rights Requested	Main product
Page Range(s)	31457-31470	Distribution	Worldwide
Total Number of Pages	14	Translation	Original language of publication
Format (select all that apply)	Print, Electronic	Copies for the Disabled?	No
Who Will Republish the Content?	Author of requested content	Minor Editing Privileges?	No
Duration of Use	Life of current edition	Incidental Promotional Use?	No
Lifetime Unit Quantity	Up to 499	Currency	USD

NEW WORK DETAILS

Title	Static and Dynamic Simulations of Photoprocesses in Organic Phosphorescent and Thermally Activated Delayed Fluorescent Materials	Institution Name	Bogazici University
Instructor Name	Pelin Ulukan	Expected Presentation Date	2023-12-08

ADDITIONAL DETAILS

Order Reference Number	N/A	The Requesting Person / Organization to Appear on the License	PELİN ULUKAN
------------------------	-----	---	--------------

REQUESTED CONTENT DETAILS

Title, Description or Numeric Reference of the Portion(s)	The photophysical properties of sulfone-based TADF emitters in relation to their structural properties	Title of the Article / Chapter the Portion Is From	Photophysical Properties of Sulfone-Based TADF Emitters in Relation To Their Structural Properties
Editor of Portion(s)	Hepguler, Aslihan; Ulukan, Pelin; Catak, Saron	Author of Portion(s)	Hepguler, Aslihan; Ulukan, Pelin; Catak, Saron
Volume / Edition	25	Issue, if Republishing an Article From a Serial	45
Page or Page Range of Portion	31457-31470	Publication Date of Portion	2023-11-22

Marketplace Permissions General Terms and Conditions

The following terms and conditions ("General Terms"), together with any applicable Publisher Terms and Conditions, govern User's use of Works pursuant to the Licenses granted by Copyright Clearance Center, Inc. ("CCC") on behalf of the applicable Rightsholders of such Works through CCC's applicable Marketplace transactional licensing services (each, a "Service").

1) Definitions. For purposes of these General Terms, the following definitions apply:

"License" is the licensed use the User obtains via the Marketplace platform in a particular licensing transaction, as set forth in the Order Confirmation.

"Order Confirmation" is the confirmation CCC provides to the User at the conclusion of each Marketplace transaction. "Order Confirmation Terms" are additional terms set forth on specific Order Confirmations not set forth in the General Terms that can include terms applicable to a particular CCC transactional licensing service and/or any Rightsholder-specific terms.

"Rightsholder(s)" are the holders of copyright rights in the Works for which a User obtains licenses via the Marketplace platform, which are displayed on specific Order Confirmations.

"Terms" means the terms and conditions set forth in these General Terms and any additional Order Confirmation Terms collectively.

"User" or "you" is the person or entity making the use granted under the relevant License. Where the person accepting the Terms on behalf of a User is a freelancer or other third party who the User authorized to accept the General Terms on the User's behalf, such person shall be deemed jointly a User for purposes of such Terms.

"Works" are the copyright protected works described in relevant Order Confirmations.

2) **Description of Service.** CCC's Marketplace enables Users to obtain Licenses to use one or more Works in accordance with all relevant Terms. CCC grants Licenses as an agent on behalf of the copyright rightsholder identified in the relevant Order Confirmation.

3) **Applicability of Terms.** The Terms govern User's use of Works in connection with the relevant License. In the event of any conflict between General Terms and Order Confirmation Terms, the latter shall govern. User acknowledges that Rightsholders have complete discretion whether to grant any permission, and whether to place any limitations on any grant, and that CCC has no right to supersede or to modify any such discretionary act by a Rightsholder.

4) **Representations; Acceptance.** By using the Service, User represents and warrants that User has been duly authorized by the User to accept, and hereby does accept, all Terms.

5) **Scope of License; Limitations and Obligations.** All Works and all rights therein, including copyright rights, remain the sole and exclusive property of the Rightsholder. The License provides only those rights expressly set forth in the terms and conveys no other rights in any Works.

6) **General Payment Terms.** User may pay at time of checkout by credit card or choose to be invoiced. If the User chooses to be invoiced, the User shall: (i) remit payments in the manner identified on specific invoices; (ii) unless otherwise specifically stated in an Order Confirmation or separate written agreement, Users shall remit payments upon receipt of the relevant invoice from CCC, either by delivery or notification of availability of the invoice via the Marketplace platform; and (iii) if the User does not pay the invoice within 30 days of receipt, the User may incur a service charge of 1.5% per month or the maximum rate allowed by applicable law, whichever is less. While User may exercise the rights in the license immediately upon receiving the Order Confirmation, the License is automatically revoked and is null and void, as if it had never been issued, if CCC does not receive complete payment on a timely basis.

7) **General Limits on Use.** Unless otherwise provided in the Order Confirmation, any grant of rights to User (i) involves only the rights set forth in the Terms and does not include subsequent or additional uses, (ii) is non-exclusive and non-transferable, and (iii) is subject to any and all limitations and restrictions (such as, but not limited to, limitations on duration of use or circulation) included in the Terms. Upon completion of the licensed use as set forth in the Order Confirmation, User shall either secure a new permission for further use of the Work(s) or immediately cease any new use of the Work(s) and shall render inaccessible (such as by deleting or by removing or severing links or other locators) any further copies of the Work. User may only make alterations to the Work if and as expressly set forth in the Order Confirmation. No Work may be used in any way that is unlawful, including without limitation if such use would violate applicable sanctions laws or regulations, would be defamatory, violate the rights of third parties (including such third parties' rights of copyright, privacy, publicity, or other tangible or intangible property), or is otherwise illegal, sexually explicit, or obscene. In addition, User may not conjoin a Work with any other material that may result in damage to the reputation of the Rightsholder. Any unlawful use will render any licenses hereunder null and void. User agrees to inform CCC if it becomes aware of any infringement of any rights in a Work and to cooperate with any reasonable request of CCC or the Rightsholder in connection therewith.

8) **Third Party Materials.** In the event that the material for which a license is sought includes third party materials (such as photographs, illustrations, graphs, inserts and similar materials) that are identified in such material as having been used by permission (or a similar indicator), User is responsible for identifying, and seeking separate licenses (under this Service, if available, or otherwise) for any of such third party materials; without a separate license, User may not use such third party materials via the License.

9) **Copyright Notice.** Use of proper copyright notice for a Work is required as a condition of any License granted under the Service. Unless otherwise provided in the Order Confirmation, a proper copyright notice will read substantially as follows: "Used with permission of [Rightsholder's name], from [Work's title, author, volume, edition number and year of copyright]; permission conveyed through Copyright Clearance Center, Inc." Such notice must be provided in a reasonably legible font size and must be placed either on a cover page or in another location that any person, upon gaining access to the material which is the subject of a permission, shall see, or in the case of republication Licenses, immediately adjacent to the Work as used (for example, as part of a byline or footnote) or in the place where substantially all other credits or notices for the new work containing the republished Work are located. Failure to include the required notice results in loss to the Rightsholder and CCC, and the User shall be liable to pay liquidated damages for each such failure equal to twice the use fee specified in the Order Confirmation, in addition to the use fee itself and any other fees and charges specified.

10) **Indemnity.** User hereby indemnifies and agrees to defend the Rightsholder and CCC, and their respective employees and directors, against all claims, liability, damages, costs, and expenses, including legal fees and expenses, arising out of any use of a Work beyond the scope of the rights granted herein and in the Order Confirmation, or any use of a Work which has been altered in any unauthorized way by User, including claims of defamation or infringement of rights of copyright, publicity, privacy, or other tangible or intangible property.

11) **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL CCC OR THE RIGHTSHOLDER BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR INFORMATION, OR FOR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE A WORK, EVEN IF ONE OR BOTH OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, the total liability of the Rightsholder and CCC (including their respective employees and directors) shall not exceed the total amount actually paid by User for the relevant License. User assumes full liability for the actions and omissions of its principals, employees, agents, affiliates, successors, and assigns.

12) **Limited Warranties.** THE WORK(S) AND RIGHT(S) ARE PROVIDED "AS IS." CCC HAS THE RIGHT TO GRANT TO USER THE RIGHTS GRANTED IN THE ORDER CONFIRMATION DOCUMENT. CCC AND THE RIGHTSHOLDER DISCLAIM ALL OTHER WARRANTIES RELATING TO THE WORK(S) AND RIGHT(S), EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONAL RIGHTS MAY BE REQUIRED TO USE ILLUSTRATIONS, GRAPHS, PHOTOGRAPHS, ABSTRACTS, INSERTS, OR OTHER PORTIONS OF THE WORK (AS OPPOSED TO THE ENTIRE WORK) IN A MANNER CONTEMPLATED BY USER. USER UNDERSTANDS AND AGREES THAT NEITHER CCC NOR THE RIGHTSHOLDER MAY HAVE SUCH ADDITIONAL RIGHTS TO GRANT.

13) **Effect of Breach.** Any failure by User to pay any amount when due, or any use by User of a Work beyond the scope of the License set forth in the Order Confirmation and/or the Terms, shall be a material breach of such License. Any breach not cured within 10 days of written notice thereof shall result in immediate termination of such License without further notice. Any unauthorized (but licensable) use of a Work that is terminated immediately upon notice thereof may be liquidated by payment of the Rightsholder's ordinary license price thereafter; any unauthorized (and unlicensable) use that is not terminated immediately for any reason (including, for example, because materials containing the Work cannot reasonably be recalled) will be subject to all remedies available at law or in equity, but in no event to a payment of less than three times the Rightsholder's ordinary license price for the most closely analogous licensable use plus Rightsholder's and/or CCC's costs and expenses incurred in collecting such payment.

14) **Additional Terms for Specific Products and Services.** If a User is making one of the uses described in this Section 14, the additional terms and conditions apply:

a) **Print Uses of Academic Course Content and Materials (photocopies for academic coursepacks or classroom handouts).** For photocopies for academic coursepacks or classroom handouts the following additional terms apply:

i) The copies and anthologies created under this License may be made and assembled by faculty members individually or at their request by on-campus bookstores or copy centers, or by off-campus copy shops and other similar entities.

ii) No License granted shall in any way: (i) include any right by User to create a substantively non-identical copy of the Work or to edit or in any other way modify the Work (except by means of deleting material immediately preceding or following the entire portion of the Work copied) (ii) permit "publishing ventures" where any particular anthology would be systematically marketed at multiple institutions.

iii) Subject to any Publisher Terms (and notwithstanding any apparent contradiction in the Order Confirmation arising from data provided by User), any use authorized under the academic pay-per-use service is limited as follows:

A) any license granted shall apply to only one class (bearing a unique identifier as assigned by the institution, and thereby including all sections or other subparts of the class) at one institution;

B) use is limited to not more than 25% of the text of a book or of the items in a published collection of essays, poems or articles;

C) use is limited to no more than the greater of (a) 25% of the text of an issue of a journal or other periodical or (b) two articles from such an issue;

D) no User may sell or distribute any particular anthology, whether photocopied or electronic, at more than one institution of learning;

E) in the case of a photocopy permission, no materials may be entered into electronic memory by User except in order to produce an identical copy of a Work before or during the academic term (or analogous period) as to which any particular permission is granted. In the event that User shall choose to retain materials that are the subject of a photocopy permission in electronic memory for purposes of producing identical copies more than one day after such retention (but still within the scope of any permission granted), User must notify CCC of such fact in the applicable permission request and such retention shall constitute one copy actually sold for purposes of calculating permission fees due; and

F) any permission granted shall expire at the end of the class. No permission granted shall in any way include any right by User to create a substantively non-identical copy of the Work or to edit or in any other way modify the Work (except by means of deleting material immediately preceding or following the entire portion of the Work copied).

iv) **Books and Records; Right to Audit.** As to each permission granted under the academic pay-per-use Service, User shall maintain for at least four full calendar years books and records sufficient for CCC to determine the numbers of copies made by User under such permission. CCC and any representatives it may designate shall have the right to audit such books and records at any time during User's ordinary business hours, upon two days' prior notice. If any such audit shall determine that User shall have underpaid for, or underreported, any photocopies sold or by three percent (3%) or more, then User shall bear all the costs of any such audit; otherwise, CCC shall bear the costs of any such audit. Any amount determined by such audit to have been underpaid by User shall immediately be paid to CCC by User, together with interest thereon at the rate of 10% per annum from the date such amount was originally due. The provisions of this paragraph shall survive the termination of this License for any reason.

b) **Digital Pay-Per-Uses of Academic Course Content and Materials (e-coursepacks, electronic reserves, learning management systems, academic institution intranets).** For uses in e-coursepacks, posts in electronic reserves, posts in learning management systems, or posts on academic institution intranets, the following additional terms apply:

i) The pay-per-uses subject to this Section 14(b) include:

A) Posting e-reserves, course management systems, e-coursepacks for text-based content, which grants authorizations to import requested material in electronic format, and allows electronic access to this material to members of a designated college or university class, under the direction of an instructor designated by the college or university, accessible only under appropriate electronic controls (e.g., password);

B) Posting e-reserves, course management systems, e-coursepacks for material consisting of photographs or other still images not embedded in text, which grants not only the authorizations described in Section 14(b)(i)(A) above, but also the following authorization: to include the requested material in course materials for use consistent with Section 14(b)(i)(A) above, including any necessary resizing, reformatting or modification of the resolution of such requested material (provided that such modification does not alter the underlying editorial content or meaning of the requested material, and provided that the resulting modified content is used solely within the scope of, and in a manner consistent with, the particular authorization described in the Order Confirmation and the Terms), but not including any other form of manipulation, alteration or editing of the requested material;

C) Posting e-reserves, course management systems, e-coursepacks or other academic distribution for audiovisual content, which grants not only the authorizations described in Section 14(b)(i)(A) above, but also the following authorizations: (i) to include the requested material in course materials for use consistent with Section 14(b)(i)(A) above; (ii) to display and perform the requested material to such members of such class in the physical classroom or remotely by means of streaming media or other video formats; and (iii) to "dip" or reformat the requested material for purposes of time or content management or ease of delivery, provided that such "dipping" or reformatting does not alter the underlying editorial content or meaning of the requested material and that the resulting material is used solely within the scope of, and in a manner consistent with, the particular authorization described in the Order Confirmation and the Terms. Unless expressly set forth in the relevant Order Confirmation, the License does not authorize any other form of manipulation, alteration or editing of the requested material.

ii) Unless expressly set forth in the relevant Order Confirmation, no License granted shall in any way: (i) include any right by User to create a substantively non-identical copy of the Work or to edit or in any other way modify the Work (except by means of deleting material immediately preceding or following the entire portion of the Work copied or, in the case of Works subject to Sections 14(b)(i)(B) or (C) above, as described in such Sections) (ii) permit "publishing ventures" where any particular course materials would be systematically marketed at multiple institutions.

iii) Subject to any further limitations determined in the Rightsholder Terms (and notwithstanding any apparent contradiction in the Order Confirmation arising from data provided by User), any use authorized under the electronic course content pay-per-use service is limited as follows:

A) any license granted shall apply to only one class (bearing a unique identifier as assigned by the institution, and thereby including all sections or other subparts of the class) at one institution;

B) use is limited to not more than 25% of the text of a book or of the items in a published collection of essays, poems or articles;

C) use is limited to not more than the greater of (a) 25% of the text of an issue of a journal or other periodical or (b) two articles from such an issue;

D) no User may sell or distribute any particular materials, whether photocopied or electronic, at more than one institution of learning;

E) electronic access to material which is the subject of an electronic use permission must be limited by means of electronic password, student identification or other control permitting access solely to students and instructors in the class;

F) User must ensure (through use of an electronic cover page or other appropriate means) that any person, upon gaining electronic access to the material, which is the subject of a permission, shall see:

- o a proper copyright notice, identifying the Rightsholder in whose name CCC has granted permission,
- o a statement to the effect that such copy was made pursuant to permission,
- o a statement identifying the class to which the material applies and notifying the reader that the material has been made available electronically solely for use in the class, and
- o a statement to the effect that the material may not be further distributed to any person outside the class, whether by copying or by transmission and whether electronically or in paper form, and User must also ensure that such cover page or other means will print out in the event that the person accessing the material chooses to print out the material or any part thereof.

G) any permission granted shall expire at the end of the class and, absent some other form of authorization, User is thereupon required to delete the applicable material from any electronic storage or to block electronic access to the applicable material.

iv) Uses of separate portions of a Work, even if they are to be included in the same course material or the same university or college class, require separate permissions under the electronic course content pay-per-use Service. Unless otherwise provided in the Order Confirmation, any grant of rights to User is limited to use completed no later than the end of the academic term (or analogous period) as to which any particular permission is granted.

v) Books and Records; Right to Audit. As to each permission granted under the electronic course content Service, User shall maintain for at least four full calendar years books and records sufficient for CCC to determine the numbers of copies made by User under such permission. CCC and any representatives it may designate shall have the right to audit such books and records at any time during User's ordinary business hours, upon two days' prior notice. If any such audit shall determine that User shall have underpaid for, or underreported, any electronic copies used by three percent (3%) or more, then User shall bear all the costs of any such audit; otherwise, CCC shall bear the costs of any such audit. Any amount determined by such audit to have been underpaid by User shall immediately be paid to CCC by User, together with interest thereon at the rate of 10% per annum from the date such amount was originally due. The provisions of this paragraph shall survive the termination of this license for any reason.

c) **Pay-Per-Use Permissions for Certain Reproductions (Academic photocopies for library reserves and interlibrary loan reporting) (Non-academic internal/external business uses and commercial document delivery).** The License expressly excludes the uses listed in Section (d)(i)-(v) below (which must be subject to separate license from the applicable Rightsholder) for: academic photocopies for library reserves and interlibrary loan reporting; and non-academic internal/external business uses and commercial document delivery.

- i) electronic storage of any reproduction (whether in plain-text, PDF, or any other format) other than on a transitory basis;
- ii) the input of Works or reproductions thereof into any computerized database;
- iii) reproduction of an entire Work (cover-to-cover copying) except where the Work is a single article;
- iv) reproduction for resale to anyone other than a specific customer of User;
- v) republication in any different form. Please obtain authorizations for these uses through other CCC services or directly from the rightsholder.

Any license granted is further limited as set forth in any restrictions included in the Order Confirmation and/or in these Terms.

d) **Electronic Reproductions in Online Environments (Non-Academic email, intranet, internet and extranet).** For "electronic reproductions", which generally includes e-mail use (including instant messaging or other electronic transmission to a defined group of recipients) or posting on an intranet, extranet or Intranet site (including any display or performance incidental thereto), the following additional terms apply:

- i) Unless otherwise set forth in the Order Confirmation, the License is limited to use completed within 30 days for any use on the Internet, 60 days for any use on an intranet or extranet and one year for any other use, all as measured from the "republication date" as identified in the Order Confirmation, if any, and otherwise from the date of the Order Confirmation.
- ii) User may not make or permit any alterations to the Work, unless expressly set forth in the Order Confirmation (after request by User and approval by Rightsholder); provided, however, that a Work consisting of photographs or other still images not embedded in text may, if necessary, be resized, reformatted or have its resolution modified without additional express permission, and a Work consisting of audiovisual content may, if necessary, be "clipped" or reformatted for purposes of time or content management or ease of delivery (provided that any such resizing, reformatting, resolution modification or "clipping" does not alter the underlying editorial content or meaning of the Work used, and that the resulting material is used solely within the scope of, and in a manner consistent with, the particular License described in the Order Confirmation and the Terms.

15) Miscellaneous.

a) User acknowledges that CCC may, from time to time, make changes or additions to the Service or to the Terms, and that Rightsholder may make changes or additions to the Rightsholder Terms. Such updated Terms will replace the prior terms and conditions in the order workflow and shall be effective as to any subsequent Licenses but shall not apply to Licenses already granted and paid for under a prior set of terms.

b) Use of User-related information collected through the Service is governed by CCC's privacy policy, available online at www.copyright.com/about/privacy-policy/.

c) The License is personal to User. Therefore, User may not assign or transfer to any other person (whether a natural person or an organization of any kind) the License or any rights granted thereunder; provided, however, that, where applicable, User may assign such License in its entirety on written notice to CCC in the event of a transfer of all or substantially all of User's rights in any new material which includes the Work(s) licensed under this Service.

d) No amendment or waiver of any Terms is binding unless set forth in writing and signed by the appropriate parties, including, where applicable, the Rightsholder. The Rightsholder and CCC hereby object to any terms contained in any writing prepared by or on behalf of the User or its principals, employees, agents or affiliates and purporting to govern or otherwise relate to the License described in the Order Confirmation, which terms are in anyway inconsistent with any Terms set forth in the Order Confirmation, and/or in CCC's standard operating procedures, whether such writing is prepared prior to, simultaneously with or subsequent to the Order Confirmation, and whether such writing appears on a copy of the Order Confirmation or in a separate instrument.

e) The License described in the Order Confirmation shall be governed by and construed under the law of the State of New York, USA, without regard to the principles thereof of conflicts of law. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to such License shall be brought, at CCC's sole discretion, in any federal or state court located in the County of New York, State of New York, USA, or in any federal or state court whose geographical jurisdiction covers the location of the Rightsholder set forth in the Order Confirmation. The parties expressly submit to the personal jurisdiction and venue of each such federal or state court.

Last updated October 2022