

Allergy and Rhinology Terms and Conditions of use

1. Introduction

1.1 These terms and conditions (Terms) set out the basis on which you (the user defined as the party browsing or using articles published in *Allergy and Rhinology*) may use any articles (including each article's text, illustrations, tables, abstracts and data) published by OceanSide Publications, Inc. and made available via <http://www.ingentaconnect.com>, allergyandrhinology.com and/or via other third party websites (including PubMed Central®) authorized by OceanSide Publications, Inc., as applicable.

1.2 *Allergy and Rhinology* (A&R) is owned and operated by OceanSide Publications, Inc., a company registered in Rhode Island and located at 450 Veterans Memorial Boulevard, Building #15, East Providence, Rhode Island, U.S. 02906 (we, us or our).

1.3 Your use of A&R articles shall be governed by these Terms which shall be a legal contract between us and you. By browsing or using A&R articles and/or any services, content or materials derived from A&R, you are agreeing to be legally bound by the Terms.

2. Changes to the Terms

2.1 We may revise the Terms at any time by amending this page. Your use of A&R content will be subject to the most recent version of the Terms available on the A&R Web Site, allergyandrhinology.com (Site).

2.2 We recommend that you read through the Terms available on the Site regularly so that you can be sure that you are aware of any changes that may apply to you.

3. Use of Articles

3.1 To the extent that any A&R Articles are licensed under the standard terms of any Creative Commons License, the terms of each such License are hereby incorporated into these Terms and supplemental to the other provisions of these Terms.

3.2 To the extent that any A&R articles are licensed under the standard terms of the Creative Commons Attribution-Noncommercial License (available here: <https://creativecommons.org/licenses/by-nc-nd/4.0/>), you may use the Non-Commercial A&R articles, free of charge, for non-commercial purposes without our prior consent.

3.3 You may not make commercial use of any Non-Commercial A&R article, without our prior written consent and payment of the appropriate fees, even if you are the author or the employer, funder or affiliate organization of the author of such Non-Commercial A&R article. For the purposes of these Terms, "commercial use" means use in any manner that is primarily

intended for or directed toward commercial advantage or monetary compensation, including but not limited to provision or distribution (including by way of hyperlink) of any Non-Commercial A&R article or part of any Non-Commercial A&R article (including any abstract, figures or tables) in any format:

- 3.3.a to support marketing activities; to include promotional literature
- 3.3.b in response to medical information requests;
- 3.3.c to support activities at a conference, exhibition or trade show;
- 3.3.d as resource material on a company or product-specific website or product manual
- 3.3.e to support company training of any individuals for any purpose;
- 3.3.f for use by medical liaison representatives;
- 3.3.g for use in a presentation with any commercial sponsorship or aspect
- 3.3.h in other publications published by a commercial organization for any commercial purpose
- 3.3.i on any third party website (including, but not limited to PubMed and/or similar) for any commercial benefit, advantage or private monetary compensation.

4. Commercial Use of Non-Commercial A&R Articles

4.1 If you would like to make commercial use of any Non-Commercial A&R article or part thereof, please select the "Permission to use content" tab on the allergyandrhinology.com Site.

4.2 Reprints of A&R articles (including Non-Commercial A&R articles) are also available to purchase in electronic or re-printed formats. More information about purchasing reprints of A&R articles is available at <https://oceansidepubl.com/reprints/>

5. Payment and Interest

5.1 Invoices are payable within the period specified on our invoice.

5.2 If you fail to make any payment due to us by the due date for payment, then, without limiting our other remedies, you shall pay interest on the overdue amount at the annual rate of 18%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

6. Indemnity

6.1 You shall indemnify, defend and hold us harmless, on demand, from and against all actions, claims, causes of action, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs charges, penalties, fines and expenses (including reasonable legal fees resulting therefrom) arising out of or in connection with your breach of the Terms.

7. General

7.1 These Terms and any non-contractual obligations arising out of them shall be governed by and construed in accordance with laws of the State of Rhode Island; if you are a business, you agree to submit to the exclusive jurisdiction of the State of Rhode Island, United States of America.

Permission to Republish for Commercial Purpose

Please direct commercial requests to:

Beth Ann Rocheleau

Rockwater Inc.

Tel: 803-359-4578

Fax: 803-753-9430

Email: brocheleau@rockwaterinc.com