

## Groundwater and Soil Contamination Database Day Pass Terms and Conditions

These Terms and Conditions (Terms) shall govern your use of this database and by using this database you expressly accept all terms and conditions contained herein in full. Access to the database is provided by the American Geosciences Institute (AGI) under a limited, non-exclusive license for a fee and subject to the Terms set forth below.

### Definitions

The Terms defined herein when used with initial capitalization will, for all purposes of this Agreement, have the meanings specific herein.

“Commercial Use” means use for the purposes of monetary reward by means of resale, transfer or other form of exploitation of the Database.

“Database” means the Groundwater and Soil Contamination database, an electronic bibliographic database abstracting and indexing the literature on groundwater and soil pollution, produced by the AGI and protected by trademark and copyright.

“Day Pass” means a twenty-four hour period of access to the Database.

“Fees” means the payment charged for access to the database.

“User” means the individual who purchases a day pass for access to the Database.

### Agreement

AGI grants the User the non-exclusive and non-transferable right to gain online access to the Database subject to the Terms of this Agreement and the User’s payment of the Fees.

Access to the Database during the Day Pass includes all references contained in the Database and made available online.

Access will be enabled based on user name and password. User is responsible for the confidentiality and security of the password and User ID issued by AGI for access to the Database and must notify AGI immediately in writing of lost or stolen passwords and User ID numbers.

The Database is copyright by the AGI. Abstracts included in some references are copyright by the journal publisher and may require the permission of the publisher before any reproduction. User may not duplicate any portion of the Database for Commercial Use without written permission from AGI. AGI grants the User the right to duplicate limited portions of the Database in hard-copy form for educational and individual research purposes. Users are granted the right to store limited portions of the Database electronically solely for educational and research purposes. No re-distribution of any portion of the database is permitted.

This Agreement will become effective upon access to the Database.

# General Provision

Limitation of Liability. AGI will not be responsible for any claim, loss or liability, including any lost profits, lost savings or other incidentals arising out of Users use or inability to use the Database.

Warranty. No guarantee of performance is made or implied for any person's online use of the Database through the Internet. AGI makes no warranty that online access will be uninterrupted or that the licensed material will meet User's needs. The Database may contain links to third party websites. Such third party websites are not under the control of AGI and AGI makes no warranties, explicit, or implied, regarding the performance of the links, the performance of the outside sites or the contents of the outside sites. AGI makes no warranty that the content is accurate or complete or that the material obtained by the Users will be error free. User acknowledges that use of the Database website is at the User's own risk.

## Governing Law

This Agreement will be governed by the laws of the Commonwealth of Virginia.

## Entire Agreement

This Agreement is the entire agreement and supersedes any and all prior agreements and understandings.

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