

## Terms and Conditions for APS Journal Accounts

The following Statement of Terms and Conditions ("Statement") governs the usage of American Physical Society ("APS") Journal accounts used to access APS journals online and their related services. Such services include, but are not limited to, journal email alerts, pay-per-view article viewing, and the submissions and referee servers.

### 1. Privacy

All information collected by the APS is governed by the Society's privacy policy, located at <http://www.aps.org/about/privacy.cfm>.

### 2. Registration and Account Security

1. You must be 13 years old or older to create and use an APS Journal account.
2. You may not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. The identity of referees for particular manuscripts is confidential information and may not be divulged without the written permission of the referee or the APS Editor in Chief.
3. If you select a username for your account we reserve the right to remove or reclaim it.
4. The name you specify for your account must be your real name or a reasonable variant of it. You may not misrepresent your identity.

### 3. Software

APS endeavors to use standards-based web development for all of our services. APS Journal accounts require the use of up-to-date, standards-based browsers such as FireFox 3 or later, Safari 3 or later, or Internet Explorer 7 or later.

### 4. Amendments

Current versions of this Statement will be maintained at <http://publish.aps.org/policies/>. APS reserves the right to change this Statement at any time without prior notification. Notification of changes will be made to registered users by posting a message to all user accounts.

### 5. Termination

APS reserves the right to revoke, deactivate, or terminate an account for any reason.

### 6. Disclaimers

APS SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. APS WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR USE OF APS JOURNAL ACCOUNTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR THE USE OF APS JOURNAL ACCOUNTS WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, APS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW. APS JOURNAL ACCOUNT HOLDERS ARE WHOLLY RESPONSIBLE FOR FOLLOWING ANY AND ALL APPLICABLE LAWS IN THEIR LOCALITY.

7.Other

- 1.This Statement makes up the entire agreement between the parties regarding APS Journal services, and supersedes any prior agreements.
- 2.If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 3.If we fail to enforce any of this Statement, it will not be considered a waiver.
- 4.Any amendment to or waiver of this Statement must be made in writing and signed by us.
- 5.You may not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- 6.All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 7.Nothing in this Statement shall prevent us from complying with the law.
- 8.This Statement does not confer any third-party beneficiary rights.