Last updated: May 31, 2021

## **Subscription Terms**

These Subscription Terms are supplementary to our <u>Terms of Service</u> and are incorporated by reference herein. Any capitalized terms not otherwise defined herein have the meaning given to them in the <u>Terms of Service</u>.

## 1. Agreement

ResearchGate ("we," "us" and "our") offers an optional paid subscription service to eligible Members which provides access to advanced features and additional insights ("Subscription Service").

You can order a subscription to the Subscription Service ("**Subscription**") from our authorized reseller and Merchant of Record, Paddle. That means you purchase the Subscription from Paddle, but it is made available by ResearchGate within the ResearchGate Service. "**Paddle**" means, if you are purchasing a Subscription from the United States, Paddle.com Inc, whose office is at 3811 Ditmars Blvd #1071 Astoria NY 11105-1803; and otherwise, for the rest of the world, Paddle.com Market Limited (incorporated in England and Wales with company number 8172165), whose office is at 15 Briery Close, Great Oakley, Corby, Northamptonshire, NN18 8JG, United Kingdom.

By successfully placing an order for and using the Subscription Service, you accept your payment obligations and agree to Paddle's <u>Buyer Terms and Conditions</u> ("**Paddle Agreement**"), and these Subscription Terms. For the sake of clarity, the Paddle Agreement refers to us as the "Supplier" and these Subscription Terms as the "Supplier Agreement." If you do not agree with the Paddle Agreement or these Subscription Terms, you should not order a Subscription or use the Subscription Service.

## 2. Subscription Service

To access the Subscription Service you must have an Internet-connected device, an active ResearchGate account, and be logged in to your account

The Subscription Service may enable you to access statistics, data, backlinks, text snippets, and/or other information related to your account and research items on the Service (**"Subscription Content**"). The Subscription Content is made available for informational purposes only. While commercially reasonable efforts are made to ensure the Subscription Content is up-to-date and accurate, we do not guarantee the accuracy, completeness, or availability of the Subscription Content. Any reliance you place on the Subscription Content is strictly at your own risk.

Some Subscription Content may have been obtained from third-party websites or services. In such cases, you should always visit the original source or provider of the content to independently verify the information. Where the Subscription Content includes links or connections to third-party websites or services that are not owned or controlled by ResearchGate, ResearchGate does not approve or endorse any such third parties, or any information or opinions appearing on their websites or services, nor do we encourage or induce any content or activities that may be accessible or occur on such third-party websites or services.

## 3. Payment

When purchasing a Subscription, you must select a subscription period and Payment Method. A **"Payment Method**" means a current, valid method of payment, accepted by Paddle. If you do not cancel your Subscription at least 48 hours before the subscription period ends, the Subscription will automatically renew on the same terms as the expiring subscription, unless you have otherwise been given notice of any changes.

The length of your billing cycle will depend on the subscription period that you choose. On the first day of each subscription period, Paddle will charge your chosen Payment Method the applicable fees, including any applicable taxes. In some cases, your payment date may change, for example if your Payment Method was not successfully charged, or if your Subscription began on a day not contained in a given month. You can always find your next payment date on the Subscription settings page for your ResearchGate account.

The pricing of the Subscription Service may change at any time. If you have an existing Subscription, such changes will take effect on your next renewal, provided you have been given reasonable advance notice of the change. You agree to accept notices, automatic renewal reminders, invoices, and receipts in an electronic format. You are responsible for providing complete and accurate billing and contact information and keeping such information up to date.

Your Subscription may be delayed, not delivered, and/or canceled if your billing or contact information is incorrect and/or your chosen Payment Method cannot be successfully charged. Before such action is taken, you may be given a reasonable grace period to update your details to enable payment to be made. You can update your details on the Subscription settings page for your ResearchGate account. You are responsible for maintaining the security of your ResearchGate account and will be charged for any order placed on or through your account, including, without limitation, orders placed through mistake or error.

Your Subscription may start with a free trial. Free trial eligibility is determined by ResearchGate at our sole discretion and we may limit eligibility or duration to prevent free trial abuse or for other reasons. We reserve the right to revoke your free trial at any time, for any reason, including if we determine that you are not eligible. Your Payment Method will be automatically charged the applicable fees at the end of your free trial period, unless you cancel your Subscription at least 48 hours prior to the end of the free trial period by clicking "Cancel subscription" on the Subscription settings page for your ResearchGate account. If your chosen Payment Method cannot be successfully charged, and you have not canceled your Subscription, you remain responsible for any uncollected fees. For the avoidance of doubt, your free trial period is not included in your subscription period. That means, for example, that if a one-year Subscription starts with a 30-day free trial, you will pay for the full one-year subscription period thereafter.

## 4. Privacy

In relation to your purchase of a Subscription, ResearchGate only receives very limited data necessary to fulfil your purchase. For more information about how your payment-related data is processed, and about Paddle's data processing activities, please refer to Paddle's <u>Buyer Privacy Policy</u>. For information about ResearchGate's data processing in relation to your use of the Subscription Service, please refer to our <u>Privacy Policy</u>.

# 5. Changes

We may change these Subscription Terms at any time. You will become subject to the new terms if you explicitly agree to them, or we provide you with notice of the changes. We will provide such notice by sending you an email and/or notifying you on the Service. Unless we state otherwise, changes are effective 30 days from the time they are posted. In our notices, we will inform you of the new terms and the main changes to the terms, your right to object and the importance of the deadline to object. You are obliged to check your account regularly for a notice about changes to these terms. For the avoidance of doubt, if you continue to use the Subscription Service after the notice period, you agree that you are bound by the changes.

If you do not agree with the new terms you must, prior to the effective date of the new terms, <u>notify us</u> that you don't agree and cancel your Subscription by clicking "Cancel subscription" on the Subscription settings page for your

ResearchGate account. In such case, either the previous terms will continue to apply until the end of your subscription period, or you may be offered a refund for the remaining portion of the subscription period. If you have a dispute with us, the version of the terms in effect at the time that we receive actual notice of your dispute shall apply.

ResearchGate

Page 3 of 4

## 6. Refunds and cancellation

You confirm that you have read the Paddle Agreement, including the clauses relating to the Consumer Right to Cancel and the exception to that right. You expressly agree that we will make the Subscription Service available to you before the end of the cancellation period, and that you will therefore lose any applicable Consumer Right to Cancel. Except to the extent otherwise required by applicable law, there will be no refunds or credits granted.

You can cancel your Subscription at any time up to 48 hours before the subscription period ends. If you do, you will continue to have access to the Subscription Service through to the end of your current subscription period, at which point your Subscription will automatically end. To cancel your Subscription, click "Cancel subscription" on the Subscription settings page for your ResearchGate account. Cancelling your Subscription will not affect your ResearchGate account. However, if you close your ResearchGate account, your Subscription will automatically be canceled, you will lose access to the Subscription Service, and there will be no refunds or partial refunds.

If: (i) we suspend the Subscription Service; or (ii) the Paddle Agreement or Paddle's services are terminated; your Subscription will automatically be canceled and you will lose access to the Subscription Service. Your Subscription may also be canceled by providing you with at least 30 days prior written notice, and the cancellation will either take effect at the end of your current subscription period or, at our election, sooner, in which case you will receive a refund of the remaining portion.

Either party is also entitled to immediate extraordinary termination of the Subscription Terms for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unacceptable for the terminating party to continue the agreement, taking into account all circumstances of the individual case and weighing up the interests of both parties. A good cause for ResearchGate includes, but is not limited to: (i) your failure to comply with any applicable legal provisions; (ii) your material breach of a contractual obligation under these Subscription Terms; (iii) your ResearchGate account being terminated by ResearchGate, for example due to a violation of our <u>Terms of Service</u>; or (iv) non-payment. If these Subscription Terms are terminated in whole or in part for good cause by ResearchGate, your Subscription will automatically be canceled, you will lose access to the Subscription Service, and no refunds or partial refunds will be granted.

The following sections of these Subscription Terms survive termination: 2, 3, 6, 7, 8, 9.

# 7. Representations and warranties

We make no representation or warranty concerning, and disclaim any and all responsibility and liability for, the accuracy, completeness, legality, decency, reliability, or availability of the Subscription Content or any other information displayed in or linked to from the Subscription Service. You acknowledge that you are not paying ResearchGate for the aforementioned information. ResearchGate disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any Subscription Content, information, emails, attachments, or materials connected with the Subscription Service. ResearchGate further disclaims any responsibility for any harm resulting from downloading or accessing any information or material through the Subscription Service or any third-party websites or services accessed through the Subscription Service. Under no circumstances shall ResearchGate be liable to you or any third party on account of your use or misuse of, or reliance on the Subscription Content or Subscription Service.

# ResearchGate

Page 4 of 4

ResearchGate has no control over, and takes no responsibility for, third-party websites or services that are linked to from ResearchGate, including Paddle's websites or services. You should always read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. If you have any concerns regarding such links or the materials located on such websites or services, you should contact the site administrator or webmaster for the applicable third-party site. Your interactions with third parties found on or through the Subscription Service, are solely between you and such third parties. You agree that ResearchGate shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings. If there is a dispute between you and a third party, including Paddle, you agree that ResearchGate assumes no responsibility and is under no obligation to become involved.

The Subscription Service, including the Subscription Content, is provided by ResearchGate on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the Subscription Service will be uninterrupted or errorfree. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you.

Notwithstanding the above, any warranty claims against ResearchGate under mandatory applicable law remain unaffected; Section 8 Limitation of liability applies.

# 8. Limitation of liability

In the event of any liability of ResearchGate arising out of the Subscription Service that is not otherwise subject to a limit under these Subscription Terms, your exclusive and sole remedy shall be limited to a pro-rata refund based upon the amount paid for the Subscription Service during the 12-month period before the event giving rise to the liability.

## 9. No assignment

You may not assign, delegate, or transfer this agreement or your rights or obligations hereunder, or your ResearchGate account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate this agreement and our rights and obligations without consent.